

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

This Settlement Agreement and Mutual Release of Claims ("Agreement") is between The California Sportfishing Protection Alliance, a non-profit public benefit corporation organized under the laws of the State of California, ("CSPA" or "Plaintiff") and Hanson Pipe & Precast LLC, a Delaware limited liability company, ("Hanson") (individually, a "Settling Party" and collectively, the "Settling Parties").

### **I. RECITALS**

**WHEREAS**, CSPA is a non-profit public benefit corporation organized under the laws of the State of California with its main office in Stockton, California. CSPA has approximately 2,000 members who live, recreate and work in and around waters of the State of California. CSPA is dedicated to the preservation, protection, and defense of the environment, the wildlife and the natural resources of all waters of California.

**WHEREAS**, Hanson operates and maintains a precast concrete pipe manufacturing facility located at 7020 Tokay Avenue in Sacramento, California (the "Facility"). The Facility is regulated by National Pollutant Discharge Elimination System ("NPDES") General Permit No. CAS000001, Waste Discharge Requirements for Discharges of Storm Water Associated with Industrial Activities Excluding Construction Activities, State Water Resources Control Board Water Quality Order No. 91-13-DWQ (as amended by Water Quality Order 92-12 DWQ and 97-03-DWQ) ("General Permit"), issued pursuant to Section 402 of the Federal Water Pollution Control Act (the "Clean Water Act" or the "Act"), 33 U.S.C. § 1342.

**WHEREAS**, on August 6, 2014, CSPA provided Hanson, the Administrator and the Regional Administrator for Region IX of the United States Environmental Protection Agency ("EPA"), the Executive Director of the California State Water Resources Control Board ("State Board"), the Executive Officer of the California Regional Water Quality Control Board, Central Valley Region ("Regional Board"), and the U.S. Attorney General Eric Holder with a Notice of

Violations and Intent to File Suit ("Notice Letter") under Section 505 of the Act, 33 U.S.C. § 1365;

**WHEREAS**, on October 6, 2014, CSPA filed a complaint against Hanson in the United States District Court for the Eastern District of California, *CSPA v. Hanson Pipe & Precast, LLC* (USDC, E.D. Cal., Case No. 2:14-cv-02340-GEB-CKD) ("Complaint"). A true and correct copy of the Complaint, including the Notice Letter, is attached hereto as Exhibit A;

**WHEREAS**, Hanson denies all of CSPA's allegations and claims in the Notice Letter and Complaint, and denies that CSPA is entitled to the relief requested in the Complaint;

**WHEREAS**, the Settling Parties, through their authorized representatives and without either adjudication of CSPA's claims or admission by Hanson of any alleged violation or other wrongdoing, intend by this Agreement to resolve in full CSPA's allegations in the Notice Letter and Complaint and avoid the cost and uncertainties of litigation;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties hereby agree as follows:

## **II. JURISDICTION AND VENUE**

1. CSPA alleges that:

a) the Eastern District Court of California has jurisdiction over the subject matter of the claims asserted by CSPA in the Complaint pursuant to Sections 309 and 505(a)(1) of the Clean Water Act, 33 U.S.C. §§ 1319 and 1365, and 28 U.S.C. §§ 1331, 2201, 2202, and

b) venue for CSPA's Complaint is proper in the Eastern District Court of California pursuant to Sections 309(b) and 505(c) of the Clean Water Act, 33 U.S.C. §§ 1319(b), 1365(c), and 28 U.S.C. §§ 1391(b) and (c).

2. Hanson denies CSPA's allegations, but for purposes of settlement, the Settling Parties waive all objections that they may have to the District Court's ability to retain jurisdiction

over the Settling Parties and this Agreement as specified in Section VII of this Agreement.

### **III. EFFECT OF AGREEMENT**

3. CSPA does not, by its consent to this Agreement, or by concurrence with or failure to object to any activity undertaken by Hanson pursuant to this Agreement, warrant or aver in any manner that Hanson's compliance with this Agreement will constitute or result in compliance with any Federal, State, or local law or regulation. Nothing in this Agreement will be construed to affect or limit in any way the obligation of Hanson to comply with all applicable Federal, State and local laws and regulations governing any activity required or addressed by this Agreement.

4. This Agreement and any payment made pursuant to this Agreement will not constitute evidence or be construed as a finding, adjudication, or acknowledgement of any fact, law, or liability by the Settling Parties. This Agreement and any payment made under this Agreement will not be construed as an admission of violation of any law, rule, regulation, permit, or administrative order by Hanson. However, this Agreement and/or any payment pursuant to the Agreement may constitute evidence solely during dispute resolution or in other actions by either Settling Party seeking to enforce compliance with this Agreement. Except as otherwise provided in this Agreement, each Settling Party maintains and reserves any and all defenses and claims that it may have to any alleged violations that may be raised by the other Settling Party during the life of this Agreement.

### **IV. EFFECTIVE DATE AND TERMINATION DATE**

5. The term "Effective Date," as used in this Agreement, means the day the District Court enters an order granting the Settling Parties' stipulation to dismiss Plaintiff's claims with prejudice described in Section VII of this Agreement.

6. The term "Termination Date," as used in this Agreement, means either October 1, 2015 or, if occurring at a later date, through the conclusion of any formal dispute resolution

process prescribed in Paragraph 16 of this Agreement or until the completion of any payment required by this Agreement.

#### **V. COMMITMENTS OF HANSON**

7. Injunctive Relief. By September 15, 2015, Hanson shall modify its Facility to implement storm water retention ponds so as to achieve zero off-site discharge of storm water associated with an industrial activity, which will allow Hanson to submit an application to the Regional Board to terminate the Facility's coverage under the General Permit. The ponds will be sized to retain a 100-year, 24-hour storm event. A map generally describing how the Facility will achieve zero discharge is attached hereto as Exhibit B.

8. Confirmation of Achievement of Zero Discharge. By September 15, 2015, Hanson shall provide CSPA with written confirmation that it has modified its Facility so as to achieve zero off-site discharge of storm water associated with industrial activity, as described in Paragraph 7, supported by digital photographs of any physically installed measures.

#### **VI. PAYMENT OF FEES AND COSTS AND MITIGATION PAYMENT**

9. Fees and Costs. To help defray CSPA's attorneys, consultant, and expert fees and costs, and any other costs incurred as a result of investigating, filing the Complaint, and negotiating a settlement, as well as the future oversight of the implementation of this Agreement, Hanson will pay CSPA the sum of thirteen thousand dollars (\$13,000) which includes all attorneys' fees and costs for all services performed by and on behalf of CSPA by its attorneys and consultants up to and through the Effective Date. The payment will be made within ten (10) days of the Effective Date. The payment will be made in the form of a check payable to "Lozeau Drury LLP" addressed to: 410 12th Street, Suite 250, Oakland, CA 94607, sent overnight delivery, and will constitute full satisfaction of all costs of litigation incurred by CSPA that have or could have been claimed in connection with or arising out of the Notice Letter and Complaint, up to and including the Effective Date.

10. Mitigation Payment. In recognition of the good-faith efforts taken and resources expended by Hanson to achieve zero discharge, and in lieu of payment by Hanson of any penalties and costs which may have been assessed if the Complaint had proceeded to trial and CSPA prevailed, the Settling Parties agree that Hanson will pay the sum of fifteen thousand dollars (\$15,000) to the Rose Foundation for Communities and the Environment ("Rose Foundation") for the sole purpose of providing grants to environmentally beneficial projects in the Sacramento-San Joaquin River Delta watershed. The Rose Foundation shall not retain any portion of the funds, except for the normal cost necessary to cover its overhead, not to exceed 10% of the funds provided. Payment shall be provided to the Rose Foundation as follows: Rose Foundation, 1970 Broadway, Suite #600, Oakland, CA 94612, Attn: Tim Little. Payment shall be made by Hanson to the Rose Foundation within fifteen (15) calendar days of the District Court's entry of the Order dismissing the action described in Paragraph 12 of this Agreement. Hanson shall copy CSPA with any correspondence and a copy of the check sent to the Rose Foundation. The Rose Foundation shall provide notice to the Settling Parties within thirty (30) days of when the funds are dispersed by the Rose Foundation, setting forth the recipient and purpose of the funds.

## **VII. DISMISSAL OF CSPA ACTION**

11. Submission of Agreement to Federal Agencies. Hanson will submit a copy of this Agreement to the EPA and the United States Department of Justice ("DOJ") within three (3) business days of its execution for agency review consistent with 40 C.F.R. § 135.5. The agency review period expires forty-five (45) days after receipt by both agencies. In the event that EPA or DOJ comment negatively on the provisions of this Agreement, the Settling Parties will meet and confer to attempt to resolve the issue(s) raised by EPA or DOJ. If CSPA and Hanson are unable to resolve any issue(s) raised by the Agencies in their comments, CSPA and Hanson agree to expeditiously seek a settlement conference with the Magistrate Judge assigned to this

matter to resolve the issue(s).

12. Stipulation to Dismiss With Prejudice and [Proposed] Order. Within ten (10) calendar days of the expiration of the agencies' review period specified in Paragraph 11 above, the Settling Parties will file a Stipulation to Dismiss With Prejudice and [Proposed] Order thereon pursuant to Federal Rule of Civil Procedure 41(a)(2) with the United States District Court for the Eastern District of California ("District Court"), with this Agreement attached as Exhibit A thereto and incorporated by reference, specifying that CSPA is dismissing with prejudice all claims in CSPA's Complaint. The Stipulation to Dismiss with Prejudice and [Proposed] Order must state that the District Court will maintain jurisdiction over the parties for purposes of resolving any disputes between the Settling Parties with respect to any provision of this Agreement incorporated into the Court's dismissal order. In resolving such disputes, the Court may order any appropriate remedy including, but not limited to, contempt sanctions. If the District Court chooses not to enter the order, this Agreement will be null and void in accordance with Paragraph 34 of this Agreement.

**VIII. BREACH OF AGREEMENT/DISMISSAL ORDER AND DISPUTE  
RESOLUTION PROCEDURES**

13. Force Majeure. Hanson will notify CSPA if timely implementation of Hanson's duties under this Agreement becomes impossible due to circumstances beyond the control of Hanson or its agents, and which could not have been reasonably foreseen and prevented by Hanson's exercise of due diligence (a "force majeure" event). Any delays due to Hanson's failure to make timely and bona fide applications and to exercise diligent efforts to comply with the terms in this Agreement will not, in any event, be considered to be circumstances beyond Hanson's control. Financial inability of Hanson will not, in any event, be considered to be circumstances beyond Hanson's control.

a. If Hanson claims impossibility, it will notify CSPA in writing within twenty (20) business days of the date that Hanson discovers the event or circumstance that

caused or would cause non-performance with the terms of this Agreement, or the date Hanson should have known of the event or circumstance by the exercise of due diligence. The notice must describe the reason for the non-performance and specifically refer to this section of this Agreement. The notice must describe the anticipated length of time the non-performance may persist, the cause or causes of the non-performance, the measures taken or to be taken by Hanson to prevent or minimize the non-performance, the schedule by which the measures will be implemented, and the anticipated date of compliance. Hanson will adopt all reasonable measures to avoid and minimize such non-performance.

b. The Settling Parties will meet and confer in good faith concerning the non-performance and, if the Settling Parties concur that performance was or is impossible, despite the timely good faith efforts of Hanson, due to circumstances beyond the control of Hanson that could not have been reasonably foreseen and prevented by the exercise of due diligence by Hanson, new performance deadlines will be established.

c. If CSPA disagrees with Hanson's notice, or in the event that the Settling Parties cannot timely agree on the terms of new performance deadlines or requirements, either Settling Party may invoke the dispute resolution process described in Paragraphs 15 and 16 of this Agreement. In such proceeding, Hanson will bear the burden of proving that any delay in performance of any requirement of this Agreement was caused or will be caused by a force majeure event and the extent of any delay attributable to such circumstances.

14. The dispute resolution process set forth in Paragraphs 15 and 16 will be the exclusive mechanism for resolving disputes between the Settling Parties with regard to any aspect of this Agreement.

15. Informal Dispute Resolution. The Settling Parties will engage in "Informal Dispute Resolution" pursuant to the terms of this paragraph:

a. If a dispute under this Agreement arises, including whether any Settling Party believes that a violation of the Agreement and the Court's dismissal order has occurred, the

Settling Parties will meet and confer (telephonically or in-person) within twenty-one (21) days of receiving written notification of a request for such meeting. During the meet and confer proceeding, the Settling Parties will discuss the dispute and make reasonable efforts to devise a mutually acceptable plan, including implementation dates, to resolve the dispute. The Settling Parties may, upon mutual written agreement, extend the time to conduct the meet and confer discussions beyond twenty-one (21) days.

b. If any Settling Party fails to meet and confer within the timeframes set forth in paragraph (a) directly above, or the meet and confer does not resolve the dispute, after at least twenty-one (21) days have passed after the meet and confer occurred or should have occurred, either Settling Party may initiate the "Formal Dispute Resolution" procedures outlined directly below.

16. Formal Dispute Resolution. In any action or proceeding which is brought by any Settling Party against any other Settling Party pertaining to, arising out of, or related to the requirements of the Court's dismissal order and this Agreement, the Settling Parties will first utilize the "Informal Dispute Resolution" meet and confer proceedings set forth in the preceding paragraph and, if not successful, the Settling Parties will utilize the "Formal Dispute Resolution" procedures in this paragraph. "Formal Dispute Resolution" will be initiated by filing a Motion to Show Cause or other appropriately titled motion ("Motion") in the United States District Court, Eastern District of California, to determine whether either party is in violation of the Agreement and the Court's dismissal order and, if so, to require the violating party to remedy any violation identified by the District Court within a reasonable time frame. Litigation costs and fees incurred in the Formal Dispute Resolution process will be awarded in accord with the standard established by Section 505 of the Clean Water Act, 33 U.S.C. § 1365.

#### **IX. NOTICES AND SUBMISSIONS**

17. Hanson will provide CSPA with all documents or reports required by this



Agreement. All notices or any other correspondence pertaining to this Agreement will be sent by regular, certified, overnight, or electronic mail as follows:

If to CSPA:

Bill Jennings, Executive Director  
California Sportfishing Protection Alliance  
3536 Rainier Avenue  
Stockton, CA 95204  
Telephone: (209) 464-5067  
Email: deltakeep@me.com

Michael Lozeau  
Douglas Chermak  
Lozeau Drury LLP  
410 12th Street, Suite 250  
Oakland, CA 94607  
Telephone: (510) 836-4200  
Email: michael@lozeaudrury.com  
doug@lozeaudrury.com

If to Hanson:

Brad George  
Environmental Manager  
Lehigh Hanson, Inc.  
11201 FM 529  
Houston, TX 77041  
Telephone: (713) 538-9385  
Email: Brad.George@hanson.com

James L. Wallmann  
Corporate Counsel  
Lehigh Hanson, Inc.  
300 E. John Carpenter Frwy., Suite 1645  
Irving, TX 75062  
Telephone: (972) 653-6193  
Email: James.wallmann@hanson.com

Nicole E. Granquist  
Downey Brand LLP

621 Capitol Mall, 18<sup>th</sup> Floor  
Sacramento, CA 95814  
Telephone: (916) 444-1000  
Email: ngranquist@downeybrand.com

18. Notices or communications will be deemed submitted on the date that they are postmarked and sent by first-class mail, deposited with an overnight mail/delivery service, or sent via electronic message. Any change of address or addresses must be communicated in writing in the manner described above for giving notices. In addition, the Settling Parties may agree to transmit documents electronically or by facsimile.

19. During the life of this Agreement, Hanson will preserve at least one legible copy of all records and documents, including computer-stored information, which relate to performance of its obligations under this Agreement.

**X. MUTUAL RELEASE OF LIABILITY AND  
COVENANT NOT TO SUE**

20. Mutual Release. As of the Effective Date of this Agreement, each Settling Party and its successors, assigns, directors, officers, agents, attorneys, representatives, and employees, hereby release the other Settling Party and their directors, officers, agents, employees, successors and assigns, from any and all claims and demands of any kind, nature, or description, and from any and all liabilities, relief, damages, fees (including fees of attorneys, experts, and others), injuries, actions, or causes of action, either at law or in equity, whether known or unknown, except as provided for in Section VIII of this Agreement, which the Settling Parties have against each other arising from CSPA's allegations and claims as set forth in the Notice Letter and Complaint at the Facility up to and including the Termination Date of this Agreement.

21. The Settling Parties acknowledge that they are familiar with section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Settling Parties hereby waive and relinquish any rights or benefits they may have under California Civil Code section 1542 with respect to any other claims against each other arising from the allegations and claims as set forth or that could have been set forth in the Notice Letter and/or the Complaint at the Facility up to and including the Termination Date of this Agreement.

22. Covenant Not to Sue. For the period beginning on the Effective Date and ending on the Termination Date, CSPA and its officers, executive staff, members of its governing board and any organization under the control of CSPA, its officers, executive staff, or members of its governing board, shall not file any lawsuit against Hanson seeking relief for any alleged violation of the Clean Water Act, the General Permit or any revisions or updates thereto, or similar federal and state statutes and/or regulations, at Hanson's Facility. CSPA will not support other lawsuits, by providing financial assistance, personnel time, or other affirmative actions, against Hanson's Facility that may be proposed by other groups or individuals who would rely upon the citizen suit provision of the Clean Water Act to challenge the Facility's compliance with the Clean Water Act or the General Permit, or any revisions or updates thereto, or similar federal and state statutes and/or regulations. This provision shall survive termination of this Agreement.

## **XI. GENERAL PROVISIONS**

23. **Construction.** The language in all parts of this Agreement will be construed according to its plain and ordinary meaning, except as to those terms defined by law, in the General Permit, Clean Water Act, or specifically herein.

24. **Choice of Law.** This Agreement will be governed by the laws of the United States, and where applicable, the laws of the State of California.

25. **Severability.** In the event that any provision, section, or sentence of this Agreement is held by a court to be unenforceable, the validity of the remaining enforceable provisions will not be adversely affected.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one original document. . Telecopy, .pdf, and/or facsimile copies of original signature will be deemed to be originally executed counterparts of this Agreement.

27. **Assignment.** Subject only to the express restrictions contained in this Agreement, all of the rights, duties and obligations contained in this Agreement will inure to the benefit of and be binding upon the Settling Parties, and their successors and assigns.

28. **Modification of the Agreement:** This Agreement may not be changed, waived, discharged or terminated, other than termination pursuant to Section IV of this Agreement, unless by a written instrument, signed by the Settling Parties.

29. **Full Settlement.** This Agreement constitutes a full and final settlement of the Notice Letter and Complaint and the related legal action. Each Settling Party has freely and voluntarily entered into the Agreement with and upon advice of counsel.

30. **Integration Clause.** This is an integrated agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the Settling Parties and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties (express or implied) concerning the subject matter of this Agreement.

31. **Negotiated Agreement.** The Settling Parties have negotiated this Agreement, and it will not be construed against the party preparing it, but will be construed as if the Settling Parties jointly prepared this Agreement and any uncertainty and ambiguity will not be interpreted against any one Settling Party.

32. **Authority.** The undersigned representatives for CSPA and Hanson each certify

that he or she is fully authorized to enter into the terms and conditions of this Agreement on behalf of that party.

33. **Cure.** Except in case of an emergency but subject to the regulatory authority of any applicable governmental authority, any breach of or default under this Agreement capable of being cured will be deemed cured if, within five (5) days of first receiving notice of the alleged breach or default, or within such other period approved in writing by the Settling Party not making such allegation, which approval may not be unreasonably withheld, the Settling Party allegedly in breach or default has actually cured or, if the breach or default can be cured but is not capable of being cured within such five (5) day period, has commenced and is diligently pursuing to completion a cure.


34. **Court Approval.** If for any reason the District Court declines to approve this Agreement in the form presented, the Settling Parties will use reasonable efforts to work together to modify the Agreement within thirty (30) days of receiving notice by District Court so that it is acceptable to the District Court. If the Parties are unable to modify this Agreement in a mutually acceptable manner that is also acceptable to the District Court, this Agreement will immediately be null and void as well as inadmissible as a settlement communication under Federal Rule of Evidence 408.

35. **Definition of Terms.** Unless otherwise expressly defined herein, terms used in this Agreement, which are defined in the Act, the General Permit, or in regulations implementing the Act, have the meaning assigned to them in the applicable statutes or regulations. The term "day" as used herein means a calendar day. In computing any period of time under this Agreement, where the last day of such period is a Saturday, Sunday, or Federal or State Holiday, the period runs until the close of business on the next day that is not a Saturday, Sunday, or Federal or State Holiday. The term "year" means a calendar year, unless otherwise specified.

The Settling Parties are signing this Agreement as of the date opposite each respective signature.

The California Sportfishing Protection Alliance

Date: 18 Feb 2015

  
By: Bill Jennings, Executive Director

Hanson Pipe & Precast, LLC

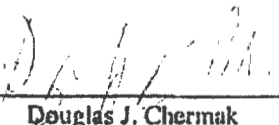
Date: 29 Feb 2015

  
By: Scott T. Sawejka, Vice President

Approved as to Form:

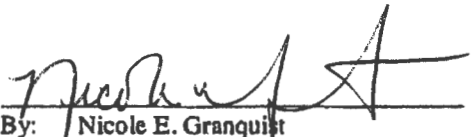
Date: 19 Feb 2015

LOZEAU DRURY LLP

  
By: Douglas J. Chermak  
Attorneys for Plaintiff CSPA

Date: 24 Feb 2015

DOWNEY BRAND LLP

  
By: Nicole E. Granquist  
Attorneys for Defendant HANSON

**EXHIBIT A – Complaint and Notice Letter**

Michael R. Lozeau (State Bar No. 142893)  
Richard Drury (State Bar No. 163559)  
Douglas J. Chermak (State Bar No. 233382)  
LOZEAU DRURY LLP  
410 12th Street, Suite 250  
Oakland, CA 94607  
Tel: (510) 836-4200  
Fax: (510) 836-4205 (fax)  
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doug@lozeaudrury.com

Attorneys for Plaintiff  
CALIFORNIA SPORTFISHING  
PROTECTION ALLIANCE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

CALIFORNIA SPORTFISHING  
PROTECTION ALLIANCE, a non-profit  
corporation,

Plaintiff,

vs.

HANSON PIPE & PRECAST LLC, a Texas  
Limited Liability Company,

Defendant.

Case No. \_\_\_\_\_

COMPLAINT FOR DECLARATORY AND  
INJUNCTIVE RELIEF AND CIVIL  
PENALTIES

(Federal Water Pollution Control Act,  
33 U.S.C. §§ 1251 to 1387)

CALIFORNIA SPORTFISHING PROTECTION ALLIANCE, by and through its  
counsel, hereby alleges:

**I. JURISDICTION AND VENUE**

1. This is a civil suit brought under the citizen suit enforcement provisions of the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.* (the "Clean Water Act" or "the Act"). This Court has subject matter jurisdiction over the parties and the subject matter of this action pursuant to Section 505(a)(1)(A) of the Act, 33 U.S.C. § 1365(a)(1)(A), and 28 U.S.C. § 1331 (an action arising under the laws of the United States). The relief requested is authorized pursuant to 28 U.S.C. §§ 2201-02 (power to issue declaratory relief in case of actual controversy and further necessary relief based on such a declaration); 33 U.S.C. §§ 1319(b),



1 1365(a) (injunctive relief); and 33 U.S.C. §§ 1319(d), 1365(a) (civil penalties).

2 2. On August 6, 2014, Plaintiff provided notice to Defendant of its violations of  
3 the Act, and of Plaintiff's intention to file suit against Defendant, to the Administrator of the  
4 United States Environmental Protection Agency ("EPA"); the Administrator of EPA Region  
5 IX; the Executive Director of the State Water Resources Control Board ("State Board"); the  
6 Executive Officer of the Regional Water Quality Control Board, Central Valley Region  
7 ("Regional Board"); and to Defendant, as required by the Act, 33 U.S.C. § 1365(b)(1)(A). A  
8 true and correct copy of CSPA's notice letter is attached as Exhibit A, and is incorporated by  
9 reference.

10 3. More than sixty days have passed since notice was served on Defendant and  
11 the State and federal agencies. Plaintiff is informed and believes, and thereupon alleges, that  
12 neither the EPA nor the State of California has commenced or is diligently prosecuting a  
13 court action to redress the violations alleged in this complaint. This action's claim for civil  
14 penalties is not barred by any prior administrative penalty under Section 309(g) of the Act,  
15 33 U.S.C. § 1319(g).

16 4. Venue is proper in the Eastern District of California pursuant to Section  
17 505(c)(1) of the Act, 33 U.S.C. § 1365(c)(1), because the source of the violations is located  
18 within this judicial district. Pursuant to Local Rule 120, intradistrict venue is proper in  
19 Sacramento, California, because the source of the violations is located within Sacramento  
20 County.

## 21 **II. INTRODUCTION**

22 5. This complaint seeks relief for Defendant's discharges of polluted storm water  
23 from Defendant's industrial facility located at 7020 Tokay Avenue in Sacramento, California  
24 ("Facility") in violation of the Act and National Pollutant Discharge Elimination System  
25 ("NPDES") Permit No. CAS000001, State Water Resources Control Board Water Quality  
26 Order No. 91-13-DWQ, as amended by Water Quality Order No. 92-12-DWQ and Water  
27 Quality Order No. 97-03-DWQ (hereinafter the "Permit" or "General Permit"). Defendant's  
28 violations of the discharge, treatment technology, monitoring requirements, and other

1 procedural and substantive requirements of the General Permit and the Act are ongoing and  
2 continuous.

3 **III. PARTIES**

4         6. Plaintiff CALIFORNIA SPORTFISHING PROTECTION ALLIANCE  
5 (“CSPA”) is a non-profit public benefit corporation organized under the laws of the State of  
6 California with its main office in Stockton, California. CSPA has approximately 2,000  
7 members who live, recreate and work in and around waters of the State of California,  
8 including the Mokelumne River and the Sacramento-San Joaquin River Delta (the “Delta”).  
9 CSPA is dedicated to the preservation, protection, and defense of the environment, the  
10 wildlife and the natural resources of all waters of California. To further these goals, CSPA  
11 actively seeks federal and state agency implementation of the Act and other laws and, where  
12 necessary, directly initiates enforcement actions on behalf of itself and its members. CSPA  
13 brings this action on behalf of its members. CSPA’s interest in reducing Defendant’s  
14 discharges of pollutants into the Delta and the Mokelumne River and its tributaries and  
15 requiring Defendant to comply with the requirements of the General Permit are germane to  
16 its purposes. Litigation of the claims asserted and relief requested in this Complaint does not  
17 require the participation in this lawsuit of individual members of CSPA.

18         7. Members of CSPA reside in and around Florin Creek, the Mokelumne River,  
19 and the Delta and enjoy using those waters for recreation and other activities. One or more  
20 members of CSPA use and enjoy the waters into which Defendant has caused, is causing, and  
21 will continue to cause, pollutants to be discharged. One or more members of CSPA use those  
22 areas to fish, sail, boat, kayak, swim, bird watch, view wildlife and engage in scientific study  
23 including monitoring activities, among other things. Defendant’s discharges of pollutants  
24 threaten or impair each of those uses or contribute to such threats and impairments. Thus, the  
25 interests of one or more of CSPA’s members have been, are being, and will continue to be  
26 adversely affected by Defendant’s failure to comply with the Clean Water Act and the  
27 Permit. The relief sought herein will redress the harms to Plaintiff caused by Defendant’s  
28 activities.

1           8. Continuing commission of the acts and omissions alleged above will  
2 irreparably harm Plaintiff and one or more of its members, for which harm they have no  
3 plain, speedy or adequate remedy at law.

4           9. Defendant Hanson Pipe & Precast LLC (hereinafter "Defendant" or "River  
5 City") is a Texas-based Limited Liability Company.

6 **IV. STATUTORY BACKGROUND**

7           10. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any  
8 pollutant into waters of the United States, unless such discharge is in compliance with  
9 various enumerated sections of the Act. Among other things, Section 301(a) prohibits  
10 discharges not authorized by, or in violation of, the terms of an NPDES permit issued  
11 pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

12           11. Section 402(p) of the Act establishes a framework for regulating municipal  
13 and industrial storm water discharges under the NPDES program. 33 U.S.C. § 1342(p).  
14 States with approved NPDES permit programs are authorized by Section 402(p) to regulate  
15 industrial storm water discharges through individual permits issued to dischargers or through  
16 the issuance of a single, statewide general permit applicable to all industrial storm water  
17 dischargers. 33 U.S.C. § 1342(p).

18           12. Pursuant to Section 402 of the Act, 33 U.S.C. § 1342, the Administrator of the  
19 U.S. EPA has authorized California's State Board to issue NPDES permits, including general  
20 NPDES permits, in California.

21           13. The State Board elected to issue a statewide general permit for industrial  
22 storm water discharges. The State Board issued the General Permit on or about November  
23 19, 1991, modified the General Permit on or about September 17, 1992, and reissued the  
24 General Permit on or about April 17, 1997, pursuant to Section 402(p) of the Clean Water  
25 Act, 33 U.S.C. § 1342(p). On April 1, 2014, the State Board reissued the General Permit.  
26 State Board Order 2014-0057-DWQ. The reissued version of the General Permit does not go  
27 into effect until July 1, 2015. Until that time, the April 17, 1997 General Permit remains in  
28 full force and effect.

1           14.     In order to discharge storm water lawfully in California, industrial dischargers  
2 must comply with the terms of the General Permit or have obtained and complied with an  
3 individual NPDES permit. 33 U.S.C. § 1311(a).

4           15.     The General Permit contains several prohibitions. Effluent Limitation B(3) of  
5 the General Permit requires dischargers to reduce or prevent pollutants in their storm water  
6 discharges through implementation of the Best Available Technology Economically  
7 Achievable ("BAT") for toxic and nonconventional pollutants and the Best Conventional  
8 Pollutant Control Technology ("BCT") for conventional pollutants. BAT and BCT include  
9 both nonstructural and structural measures. General Permit, Section A(8). Discharge  
10 Prohibition A(2) of the General Permit prohibits storm water discharges and authorized non-  
11 storm water discharges that cause or threaten to cause pollution, contamination, or nuisance.  
12 Receiving Water Limitation C(1) of the General Permit prohibits storm water discharges to  
13 any surface or ground water that adversely impact human health or the environment.  
14 Receiving Water Limitation C(2) of the General Permit prohibits storm water discharges that  
15 cause or contribute to an exceedance of any applicable water quality standards contained in a  
16 Statewide Water Quality Control Plan or the applicable Regional Board's Basin Plan.

17           16.     In addition to absolute prohibitions, the General Permit contains a variety of  
18 substantive and procedural requirements that dischargers must meet. Facilities discharging,  
19 or having the potential to discharge, storm water associated with industrial activity that have  
20 not obtained an individual NPDES permit must apply for coverage under the State's General  
21 Permit by filing a Notice of Intent To Comply ("NOI"). The General Permit requires  
22 existing dischargers to have filed their NOIs before March 30, 1992.

23           17.     Dischargers must develop and implement a Storm Water Pollution Prevention  
24 Plan ("SWPPP"). The SWPPP must describe storm water control facilities and measures that  
25 comply with the BAT and BCT standards. The General Permit requires an initial SWPPP to  
26 have been developed and implemented before October 1, 1992. The SWPPP must, among  
27 other requirements, identify and evaluate sources of pollutants associated with industrial  
28 activities that may affect the quality of storm and non-storm water discharges from the

1 facility and identify and implement site-specific best management practices ("BMPs") to  
2 reduce or prevent pollutants associated with industrial activities in storm water and  
3 authorized non-storm water discharges (Section A(2)). The SWPPP's BMPs must implement  
4 BAT and BCT (Section B(3)). The SWPPP must include: a description of individuals and  
5 their responsibilities for developing and implementing the SWPPP (Section A(3)); a site map  
6 showing the facility boundaries, storm water drainage areas with flow pattern and nearby  
7 water bodies, the location of the storm water collection, conveyance and discharge system,  
8 structural control measures, impervious areas, areas of actual and potential pollutant contact,  
9 and areas of industrial activity (Section A(4)); a list of significant materials handled and  
10 stored at the site (Section A(5)); a description of potential pollutant sources including  
11 industrial processes, material handling and storage areas, dust and particulate generating  
12 activities, a description of significant spills and leaks, a list of all non-storm water discharges  
13 and their sources, and a description of locations where soil erosion may occur (Section A(6)).  
14 The SWPPP must include an assessment of potential pollutant sources at the Facility and a  
15 description of the BMPs to be implemented at the Facility that will reduce or prevent  
16 pollutants in storm water discharges and authorized non-storm water discharges, including  
17 structural BMPs where non-structural BMPs are not effective (Section A(7), (8)). The  
18 SWPPP must be evaluated to ensure effectiveness and must be revised where necessary  
19 (Sections A(9),(10)).

20 18. Section C(11)(d) of the General Permit's Standard Provisions requires  
21 dischargers to report any noncompliance to the Regional Board. *See also* Section E(6).  
22 Section A(9) of the General Permit requires an annual evaluation of storm water controls,  
23 including the preparation of an evaluation report and implementation of any additional  
24 measures in the SWPPP to respond to the monitoring results and other inspection activities.

25 19. The General Permit requires dischargers commencing industrial activities  
26 before October 1, 1992 to develop and implement an adequate written monitoring and  
27 reporting program no later than October 1, 1992. Existing facilities covered under the  
28 General Permit must implement all necessary revisions to their monitoring programs no later



1 than August 1, 1997.

2       20. As part of their monitoring program, dischargers must identify all storm water  
3 discharge locations that produce a significant storm water discharge, evaluate the  
4 effectiveness of BMPs in reducing pollutant loading, and evaluate whether pollution control  
5 measures set out in the SWPPP are adequate and properly implemented. Dischargers must  
6 conduct visual observations of these discharge locations for at least one storm per month  
7 during the wet season (October through May) and record their findings in their Annual  
8 Report. Dischargers must also collect and analyze storm water samples from at least two  
9 storms per year. Section B(5)(a) of the General Permit requires that dischargers "shall  
10 collect storm water samples during the first hour of discharge from (1) the first storm event  
11 of the wet season, and (2) at least one other storm event in the wet season. All storm water  
12 discharge locations shall be sampled." Section B(5)(c)(i) requires dischargers to collect and  
13 analyze samples during the wet season for basic parameters, including pH, total suspended  
14 solids, electrical conductance, and total organic compounds or oil & grease, as well as certain  
15 industry-specific parameters. Section B(5)(c)(ii) requires dischargers to sample for toxic  
16 chemicals and other pollutants likely to be in the storm water discharged from the facility.  
17 Section B(5)(c)(iii) requires dischargers to sample for parameters dependent on a facility's  
18 standard industrial classification ("SIC") code. Section B(7)(a) indicates that the visual  
19 observations and samples must represent the "quality and quantity of the facility's storm  
20 water discharges from the storm event." Section B(7)(c) requires that "if visual observation  
21 and sample collection locations are difficult to observe or sample...facility operators shall  
22 identify and collect samples from other locations that represent the quality and quantity of the  
23 facility's storm water discharges from the storm event."

24       21. The General Permit requires that facility operators "investigate the facility to  
25 identify all non-storm water discharges and their sources. As part of this investigation, all  
26 drains (inlets and outlets) shall be evaluated to identify whether they connect to the storm  
27 drain system. All non-storm water discharges shall be described. This shall include the  
28 source, quantity, frequency, and characteristics of the non-storm water discharges and

1 associated drainage area.” Section A(6)(a)(v). The General Permit authorizes certain non-  
2 storm water discharges providing that the non-storm water discharges are in compliance with  
3 Regional Board requirements; that the non-storm water discharges are in compliance with  
4 local agency ordinances and/or requirements; that BMPs are included in the SWPPP to (1)  
5 prevent or reduce the contact of non-storm water discharges with significant materials or  
6 equipment and (2) minimize, to the extent practicable, the flow or volume of non-storm water  
7 discharges; that the non-storm water discharges do not contain significant quantities of  
8 pollutants; and that the monitoring program includes quarterly visual observations of each  
9 non-storm water discharge and its sources to ensure that BMPs are being implemented and  
10 are effective (Special Conditions D). Section B(3) of the General Permit requires dischargers  
11 to conduct visual observations of all drainage areas for the presence of non-storm water  
12 discharges, to observe the non-storm water discharges, and maintain records of such  
13 observations.

14 22. Section B(14) of the General Permit requires dischargers to submit an annual  
15 report by July 1 of each year to the executive officer of the relevant Regional Board. The  
16 annual report must be signed and certified by an appropriate corporate officer. Sections  
17 B(14), C(9), (10). Section A(9)(d) of the General Permit requires the discharger to include in  
18 their annual report an evaluation of their storm water controls, including certifying  
19 compliance with the General Permit. *See also* Sections C(9), C(10) and B(14).

20 23. The General Permit does not provide for any mixing zones by dischargers.  
21 The General Permit does not provide for any dilution credits to be applied by dischargers.

22 24. The Regional Board has established water quality standards for the  
23 Mokelumne River and its tributaries as well as the Delta in the Water Quality Control Plan  
24 for the Sacramento and San Joaquin River Basins, generally referred to as the Basin Plan.

25 25. The Basin Plan includes a narrative toxicity standard which states that “[a]ll  
26 waters shall be maintained free of toxic substances in concentrations that produce detrimental  
27 physiological responses in human, plant, animal, or aquatic life.”

28 26. The Basin Plan includes a narrative oil and grease standard which states that

1 “[w]aters shall not contain oils, greases, waxes, or other materials in concentrations that  
2 cause nuisance, result in a visible film or coating on the surface of the water or on objects in  
3 the water, or otherwise adversely affect beneficial uses.”

4 27. The Basin Plan provides that the pH “shall not be depressed below 6.5 nor  
5 raised above 8.5.”

6 28. The Basin Plan provides that “[w]ater shall not contain floating material in  
7 amounts that cause nuisance or adversely affect beneficial uses.”

8 29. The Basin Plan provides that “[w]aters shall be free of discoloration that  
9 causes nuisance or adversely affects beneficial uses.”

10 30. The Basin Plan provides that “[w]aters shall not contain suspended materials  
11 in concentrations that cause nuisance or adversely affect beneficial uses.”

12 31. The Basin Plan provides that “[a]t a minimum, water designated for use as  
13 domestic or municipal supply (MUN) shall not contain concentrations of chemical  
14 constituents in excess of the maximum contaminant levels (MCLs) specified in the following  
15 provisions of Title 22 of the California Code of Regulations, which are incorporated by  
16 reference into this plan: Tables 64431-A (Inorganic Chemicals) and 64431-B (Fluoride) of  
17 Section 64431, Table 64444-A (Organic Chemicals) of Section 64444, and Tables 64449-A  
18 (Secondary Maximum Contaminant Levels [“SMCLs”]-Consumer Acceptance Limits) and  
19 64449-B (Secondary Maximum Contaminant Levels-Ranges) of Section 64449...[a]t a  
20 minimum, water designated for use as [MUN] shall not contain lead in excess of 0.015 mg/l.”  
21 Table 64449-A provides an SMCL for iron of 0.3 mg/L.

22 32. The Basin Plan provides a water quality objective (“WQO”) for iron of 0.3  
23 mg/L and for zinc of 0.1 mg/L.

24 33. The EPA has adopted freshwater numeric water quality standards for zinc of  
25 0.120 mg/L (Criteria Maximum Concentration – “CMC”). 65 Fed.Reg. 31712 (May 18,  
26 2000) (California Toxics Rule).

27 34. EPA has established Parameter Benchmark Values as guidelines for  
28 determining whether a facility discharging industrial storm water has implemented the



1 requisite BAT and BCT. EPA has established Parameter Benchmark Values for the  
2 following parameters, among others: pH – 6.0 – 9.0 standard units (“s.u.”); total suspended  
3 solids (“TSS”) – 100 mg/L, oil & grease (“O&G”) – 15 mg/L, iron – 1.0 mg/L, lead – 0.095  
4 mg/L, and zinc – 0.13 mg/L. The values for zinc and lead are hardness dependent, and  
5 correspond to a total hardness of 100-125 mg/L, which is the default listing in the California  
6 Toxics Rule.

7 35. Section 505(a)(1) and Section 505(f) of the Act provide for citizen  
8 enforcement actions against any “person,” including individuals, corporations, or  
9 partnerships, for violations of NPDES permit requirements. 33 U.S.C. §§1365(a)(1) and (f),  
10 § 1362(5). An action for injunctive relief under the Act is authorized by 33 U.S.C. § 1365(a).  
11 Violators of the Act are also subject to an assessment of civil penalties of up to \$37,500 per  
12 day per violation, pursuant to Sections 309(d) and 505 of the Act, 33 U.S.C. §§ 1319(d),  
13 1365. *See also* 40 C.F.R. §§ 19.1 - 19.4.

14 **V. STATEMENT OF FACTS**

15 36. Defendant operates an industrial facility at 7020 Tokay Avenue in  
16 Sacramento, California. On information and belief, CSPA alleges that the Facility is engaged  
17 in the manufacturing of pipes and precast concrete products. The Facility falls within SIC  
18 code 3272. Approximately half of the facility is Facility is unpaved, and large portions of the  
19 Facility are used for manufacturing and storing pipe and precast concrete products. On  
20 information and belief, Plaintiff alleges that there are at least two buildings located on the  
21 property. Plaintiff is informed and believes, and thereupon alleges, that manufacturing and  
22 storage of pipe and precast concrete products occurs both inside and outside of these  
23 buildings.

24 37. Defendant collects and discharges storm water falling on the Facility through  
25 at least four outfalls. The Facility’s outfalls discharge to channels that flow to Florin Creek,  
26 which flows into Morrison Creek, which flows into the Mokelumne River, and then into the  
27 Delta.

28 38. Plaintiff is informed and believes, and thereupon alleges, that the industrial

1 activities conducted at the Facility include the manufacturing of pipes and precast concrete  
2 products, including the storage and processing of raw materials associated with said  
3 manufacturing and the discharge of waste products associated with said manufacturing.

4 39. The majority of the industrial activities at the Facility take place outside and  
5 are exposed to rainfall. These outside areas are exposed to storm water and storm flows due  
6 to the lack of overhead coverage, berms, and other storm water controls.

7 40. Industrial machinery, heavy equipment and vehicles, including trucks,  
8 forklifts, and cranes, are operated at the Facility in areas exposed to storm water flows.  
9 Plaintiff is informed and believes, and thereupon alleges, that such machinery and equipment  
10 leak contaminants such as oil, grease, diesel fuel, coolant, and hydraulic fluids that are  
11 exposed to storm water flows, and that such machinery and equipment track sediment and  
12 other contaminants throughout the Facility. On information and belief, Plaintiff alleges that  
13 trucks leaving the Facility track substantial amounts of material onto adjoining public roads.  
14 During rain events, material that has been tracked from the Facility onto public roads during  
15 dry weather is transported via storm water to storm drain channels.

16 41. Plaintiff is informed and believes, and thereupon alleges, that storm water  
17 flows easily over the surface of the Facility, collecting suspended sediment, dirt, oils, grease,  
18 metals, and other pollutants as it flows to the Facility's outfalls, and towards channels that  
19 flow to Florin Creek, which flows into Morrison Creek, which flows into the Mokelumne  
20 River, and then into the Delta.

21 42. The management practices at the Facility are wholly inadequate to prevent the  
22 sources of contamination described above from causing the discharge of pollutants to waters  
23 of the United States. The Facility lacks sufficient structural controls such as grading,  
24 berming, roofing, containment, or drainage structures to prevent rainfall and storm water  
25 flows from coming into contact with these and other exposed sources of contaminants. The  
26 Facility lacks sufficient structural controls to prevent the discharge of water once  
27 contaminated, and lacks adequate storm water pollution treatment technologies to treat storm  
28 water once contaminated. The Facility lacks controls to prevent the tracking and flow of

1 pollutants onto the adjacent public road.

2 43. Since at least October 13, 2009, Defendant has taken samples or arranged for  
3 samples to be taken of storm water discharges at the Facility. The sample results were  
4 reported in the Facility's annual reports submitted to the Regional Board. Defendant  
5 certified each of those annual reports pursuant to Sections A and C of the General Permit.

6 44. Since at least October 13, 2009, iron has been detected in storm water  
7 discharged from the Facility. Since at least April 20, 2010, TSS has been detected in storm  
8 water discharged from the Facility. Since at least February 29, 2012, zinc has been detected  
9 in storm water discharged from the Facility. Levels of these pollutants detected in the  
10 Facility's storm water have been in excess of applicable water quality standards established  
11 in the Basin Plan. Levels of these pollutants detected in the Facility's storm water have also  
12 been in excess of EPA's numeric parameter benchmark values.

13 45. The following discharges on the following dates contained concentrations of  
14 pollutants in excess of numeric water quality standards established in the Basin Plan and/or  
15 the California Toxics Rule:

16 Date	17 Parameter	18 Observed Concentration/ Conditions	19 Basin Plan Water Quality Objective/ EPA California Toxics Rule	20 Outfall (as identified by the Facility)
21 4/4/2013	22 pH	23 8.65 s.u.	24 6.5 – 8.5 s.u.	25 #3 Parking lot south entrance
26 11/28/2012	27 pH	28 8.51 s.u.	6.5 – 8.5 s.u.	Outfall 2 (Entrance - SE Corner)
2/29/2012	pH	8.53 s.u.	6.5 – 8.5 s.u.	Outfall 2 (Entrance - SE Corner)
2/29/2012	pH	8.95 s.u.	6.5 – 8.5 s.u.	Outfall 3 (Parking Lot)
4/1/2014	Iron	12 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	Outfall 2 (Entrance – SE Corner)
4/1/2014	Iron	7.7 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	Outfall 3 (Parking Lot)
4/4/2013	Iron	7.5 mg/L	0.3 mg/L (WQO) /	#3 Parking lot south

			0.3 mg/L (SMCL)	entrance
2/29/2012	Iron	5.4 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	Outfall 2 (Entrance – SE Corner)
2/29/2012	Iron	13 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	Outfall 3 (Parking Lot)
5/25/2011	Iron	4.2 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	Outfall 3 (Parking Lot)
4/20/2010	Iron	3.08 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	#3 Parking lot south entrance
10/13/2009	Iron	1.68 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	#3 Parking lot south entrance
2/29/2012	Zinc	0.13 mg/L	0.1 mg/L (WQO) / 0.12 mg/L (CMC)	Outfall 2 (Entrance – SE Corner)
2/29/2012	Zinc	0.21 mg/L	0.1 mg/L (WQO) / 0.12 mg/L (CMC)	Outfall 3 (Parking Lot)
2/29/2012	Narrative	Cloudy	Basin Plan at III-7.00	East Corner east of Parking Lot Outfall #2
2/29/2012	Narrative	Cloudy	Basin Plan at III-7.00	Parking Lot Outfall #3
5/25/2011	Narrative	Cloudy	Basin Plan at III-7.00	#3 Parking Lot Outfall

46. The levels of pH in storm water detected by the Facility have been outside the permitted range of pH of 6.5 – 8.5 s.u. established in the Basin Plan. For example, on April 4, 2013, the level of pH in storm water measured from one of the Facility's outfalls was 8.65 s.u. Additional levels of pH that the Facility measured outside of this range are referenced in the above table in Paragraph 45.

47. The levels of iron in storm water detected by the Facility have exceeded the Water Quality Objective and Secondary Maximum Contaminant Level of 0.3 mg/L for iron established by the Basin Plan. For example, on April 1, 2014, the level of iron measured at one of the Facility's outfalls was 12 mg/L, 40 times the WQO and SMCL for iron. Additional levels of iron that the Facility measured in excess of the WQO and SMCL for iron are referenced in the above table in Paragraph 45.

48. The level of iron in storm water detected by the Facility has also exceeded the benchmark for iron of 1.0 mg/L established by EPA. For example, on April 1, 2014, the

1 level of iron measured by Defendant at the Facility's outfall was 12 mg/L, 12 times the  
2 benchmark value for iron. The Facility has also measured levels of iron in excess of 1.0  
3 mg/L in storm water discharged by the Facility on April 4, 2013; February 29, 2012; May 25,  
4 2011; April 20, 2010, and October 13, 2009.

5 49. The levels of zinc in storm water detected by the Facility have exceeded the  
6 Water Quality Objective of 0.1 mg/L in the Basin Plan, and the freshwater numeric water  
7 quality standard of 0.12 mg/L (CMC) established by EPA. For example, on February 29,  
8 2012, the level of zinc measured at the Facility's outfall was 0.21 mg/L, over twice the WQO  
9 and nearly twice the CMC for zinc.

10 50. The level of zinc in storm water detected by the Facility has also exceeded the  
11 benchmark for zinc of 0.13 mg/L established by EPA. On February 29, 2012, the level of  
12 zinc measured by Defendant at one of the Facility's outfalls was 0.21 mg/L, nearly twice the  
13 benchmark value for zinc.

14 51. The level of TSS in storm water detected by the Facility has exceeded the  
15 benchmark value for TSS of 100 mg/L established by EPA. For example, on February 29,  
16 2012, the level of TSS measured by Defendant from the Facility's outfall was 1200 mg/L.  
17 That level of TSS is 12 times the benchmark value for TSS. Defendant has also measured  
18 levels of TSS in storm water discharged from the Facility in excess of 100 mg/L on April 1,  
19 2014; April 4, 2013; November 28, 2012; April 20, 2010; and January 22, 2009.

20 52. On information and belief, CSPA alleges that lead is likely to be present in the  
21 Facility's storm water discharges. CSPA alleges that Defendant failed to analyze its storm  
22 water samples for lead on the following dates and associated storm water outfalls –  
23 November 28, 2012 (Outfall 2 and 3); April 20, 2010 (Outfall 2 and 3); October 13, 2009  
24 (Outfall 3). These are violations of Section B(5)(c)(ii) of the General Permit.

25 53. On information and belief, CSPA alleges that zinc is likely to be present in the  
26 Facility's storm water discharges. CSPA alleges that Defendant failed to analyze its storm  
27 water samples for zinc on the following dates and associated storm water outfalls –  
28 November 28, 2012 (Outfall 2 and 3); April 20, 2010 (Outfall 2); October 13, 2009 (Outfall

1 3). These are violations of Section B(5)(c)(ii) of the General Permit.

2 54. Facilities with the SIC Code 3272, including Defendant's Facility, are  
3 required to analyze storm water samples for iron. On information and belief, CSPA alleges  
4 that Defendant failed to analyze its storm water samples for iron on November 28, 2012 at  
5 Outfall 2 and Outfall 3. These are violations of Section B(5)(c)(iii) of the General Permit.

6 55. On information and belief, Plaintiff alleges that, on several occasions,  
7 Defendant conducted its monthly visual observations of storm water discharges on days  
8 when no rain occurred, although rain fell on other work days during that month. Visual  
9 monitoring of discharges on dry dates is not a wet weather inspection as required by Section  
10 B(4) of the General Permit. Plaintiff is informed and believes, and thereupon alleges, that  
11 Defendant failed to conduct monthly visual observations of storm water discharges during  
12 wet weather in February 2010, November 2010, January 2011, November 2011, December  
13 2011, January 2012, March 2012, April 2012, October 2012, December 2012, January 2013,  
14 February 2013, March 2013, and May 2013.

15 56. On information and belief, Plaintiff alleges that since at least August 7, 2009,  
16 Defendant has failed to implement BAT and BCT at the Facility for its discharges of TSS,  
17 pH, iron, zinc, and lead. Section B(3) of the General Permit requires that Defendant  
18 implement BAT for toxic and nonconventional pollutants, and BCT for conventional  
19 pollutants, by no later than October 1, 1992, or the date that the Facility was opened. As of  
20 the date of this Complaint, Defendant has failed to implement BAT and BCT.

21 57. On information and belief, Plaintiff alleges that since at least August 7, 2009,  
22 Defendant has failed to implement an adequate Storm Water Pollution Prevention Plan for  
23 the Facility. Plaintiff is informed and believes, and thereupon alleges, that the SWPPP  
24 prepared for the Facility does not set forth site-specific best management practices that are  
25 consistent with BAT or BCT for the Facility. Plaintiff is informed and believes, and  
26 thereupon alleges, that the SWPPP prepared for the Facility does not include an adequate  
27 assessment of potential pollutant sources, adequate structural pollutant control measures, a  
28 list of actual and potential areas of pollutant contact, or an adequate description of best



1 management practices to be implemented at the Facility to reduce pollutant discharges.  
2 According to information available to CSPA, Defendant's SWPPP has not been evaluated to  
3 ensure its effectiveness and revised where necessary to further reduce pollutant discharges.  
4 Plaintiff is informed and believes, and thereupon alleges, that the SWPPP prepared for the  
5 Facility does not include each of the mandatory elements required by Section A of the  
6 General Permit.

7 58. As a result of these practices, storm water containing excessive pollutants is  
8 being discharged during rain events from the Facility to channels that flow to Florin Creek,  
9 which flows into Morrison Creek, which flows into the Mokelumne River, and then into the  
10 Delta.

11 59. Plaintiff is informed and believes, and thereupon alleges, that Defendant has  
12 failed and continues to fail to alter the Facility's SWPPP and site-specific BMPs consistent  
13 with Section A(9) of the General Permit.

14 60. Plaintiff is informed and believes that Defendant failed to submit to the  
15 Regional Board true and complete annual reports certifying compliance with the General  
16 Permit since at least June 30, 2010. Pursuant to Sections A(9)(d), B(14), C(9) and C(10) of  
17 the General Permit, Defendant must submit an annual report that is signed and certified by  
18 the appropriate corporate officer, outlining the Facility's storm water controls and certifying  
19 compliance with the General Permit. Plaintiff is informed and believes, and thereupon  
20 alleges, that Defendant has signed incomplete annual reports that purported to comply with  
21 the General Permit when there was significant noncompliance at the Facility.

22 61. Information available to Plaintiff indicates that, due to the continued discharge  
23 of contaminated storm water from the Facility, Defendant has not fulfilled the requirements  
24 set forth in the General Permit for discharges from the Facility. Plaintiff is informed and  
25 believes, and thereupon alleges, that all of the violations alleged in this Complaint are  
26 ongoing and continuing.

27 ///

28 ///

1 **VI. CLAIMS FOR RELIEF**

2 **FIRST CAUSE OF ACTION**

3 **Failure to Implement the Best Available and**  
4 **Best Conventional Treatment Technologies**  
5 **(Violations of Permit Conditions and the Act, 33 U.S.C. §§ 1311, 1342)**

6 62. Plaintiff re-alleges and incorporates all of the preceding paragraphs as if fully  
7 set forth herein.

8 63. The General Permit's SWPPP requirements and Effluent Limitation B(3)  
9 require dischargers to reduce or prevent pollutants in their storm water discharges through  
10 implementation of BAT for toxic and nonconventional pollutants and BCT for conventional  
11 pollutants. Defendant has failed to implement BAT and BCT at the Facility for its discharges  
12 of TSS, pH, iron, zinc, lead, and other un-monitored pollutants in violation of Effluent  
13 Limitation B(3) of the General Permit.

14 64. Each day since August 7, 2009, that Defendant has failed to develop and  
15 implement BAT and BCT in violation of the General Permit is a separate and distinct  
16 violation of the General Permit and Section 301(a) of the Act, 33 U.S.C. § 1311(a).

17 65. Defendant has been in violation of the BAT/BCT requirements every day  
18 since at least August 7, 2009. Defendant continues to be in violation of the BAT/BCT  
19 requirements each day it fails to develop and fully implement BAT/BCT at the Facility.

20 **SECOND CAUSE OF ACTION**

21 **Discharges of Contaminated Storm Water**  
22 **In Violation of Permit Conditions and the Act**  
23 **(Violations of 33 U.S.C. §§ 1311, 1342)**

24 66. Plaintiff re-alleges and incorporates all of the preceding paragraphs as if fully  
25 set forth herein.

26 67. Discharge Prohibition A(2) of the General Permit requires that storm water  
27 discharges and authorized non-storm water discharges shall not cause or threaten to cause  
28 pollution, contamination, or nuisance. Receiving Water Limitations C(1) and C(2) of the  
General Permit require that storm water discharges and authorized non-storm water  
discharges shall not adversely affect human health or the environment, and shall not cause or  
contribute to a violation of any water quality standards contained in a Statewide Water

COMPLAINT



1 Quality Control Plan or the applicable Regional Board's Basin Plan.

2 68. Plaintiff is informed and believes, and thereupon alleges, that since at least  
3 October 13, 2009, Defendant has been discharging polluted storm water from the Facility in  
4 excess of applicable water quality standards in violation of Discharge Prohibition A(2) of the  
5 General Permit.

6 69. During every rain event, storm water flows freely over exposed materials,  
7 waste products, and other accumulated pollutants at the Facility, becoming contaminated  
8 with iron, zinc, pH, sediment, and other un-monitored pollutants at levels above applicable  
9 water quality standards. The storm water then discharges to channels that flow to Florin  
10 Creek, which flows into Morrison Creek, which flows into the Mokelumne River, and then  
11 into the Delta.

12 70. Plaintiff is informed and believes, and thereupon alleges, that these discharges  
13 of contaminated storm water are causing or contributing to the violations of the applicable  
14 water quality standards in a Statewide Water Quality Control Plan and/or the applicable  
15 Regional Board's Basin Plan, in violation of Receiving Water Limitation C(2) of the General  
16 Permit.

17 71. Plaintiff is informed and believes, and thereupon alleges, that these discharges  
18 of contaminated storm water are adversely affecting human health and the environment in  
19 violation of Receiving Water Limitation C(1) of the General Permit.

20 72. Every day since at least October 13, 2009, that Defendant has discharged and  
21 continues to discharge polluted storm water from the Facility in violation of the General  
22 Permit is a separate and distinct violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a).  
23 These violations are ongoing and continuous.

24 **THIRD CAUSE OF ACTION**

25 **Failure to Prepare, Implement, Review, and Update**  
26 **an Adequate Storm Water Pollution Prevention Plan**  
**(Violations of Permit Conditions and the Act, 33 U.S.C. §§ 1311, 1342)**

27 73. Plaintiff re-alleges and incorporates the above paragraphs, as if fully set forth  
28 herein.

1           74.     Section A and Provision E of the General Permit require dischargers of storm  
2 water associated with industrial activity to develop and implement an adequate SWPPP no  
3 later than October 1, 1992.

4           75.     Defendant has failed to develop and implement an adequate SWPPP for the  
5 Facility. Defendant's ongoing failure to develop and implement an adequate SWPPP for the  
6 Facility is evidenced by, *inter alia*, Defendant's outdoor storage of various pipe and precast  
7 concrete products without appropriate best management practices; the outdoor operation of  
8 precast concrete manufacturing equipment; the continued exposure of significant quantities  
9 of materials to storm water flows; the failure to either treat storm water prior to discharge or  
10 to implement effective containment practices; and the continued discharge of storm water  
11 pollutants from the Facility at levels in excess of water quality standards and EPA benchmark  
12 values.

13           76.     Defendant has failed to adequately update the Facility's SWPPP in response  
14 to the analytical results of the Facility's storm water monitoring.

15           77.     Each day since August 7, 2009, that Defendant has failed to develop,  
16 implement and update an adequate SWPPP for the Facility is a separate and distinct violation  
17 of the General Permit and Section 301(a) of the Act, 33 U.S.C. § 1311(a).

18           78.     Defendant has been in violation of the SWPPP requirements every day since  
19 August 7, 2009. Defendant continues to be in violation of the SWPPP requirements each day  
20 that it fails to develop and fully implement an adequate SWPPP for the Facility.

21                   **FOURTH CAUSE OF ACTION**

22                   **Failure to Develop and Implement an  
23 Adequate Monitoring and Reporting Program**

24                   **(Violations of Permit Conditions and the Act, 33 U.S.C. §§ 1311, 1342)**

25           79.     Plaintiff re-alleges and incorporates the above paragraphs, as if fully set forth  
26 herein.

27           80.     Section B of the General Permit requires dischargers of storm water  
28 associated with industrial activity to have developed and be implementing a monitoring and  
reporting program (including, *inter alia*, sampling and analysis of discharges) no later than

1 October 1, 1992.

2 81. Defendant has failed to develop and implement an adequate monitoring and  
3 reporting program for the Facility. Defendant's ongoing failure to develop and implement an  
4 adequate monitoring and reporting program are evidenced by its failure to sample its storm  
5 water discharges for lead, zinc, and iron on a variety of sampling events as alleged above.

6 82. Each day since August 7, 2009, that Defendant has failed to develop and  
7 implement an adequate monitoring and reporting program for the Facility in violation of the  
8 General Permit is a separate and distinct violation of the General Permit and Section 301(a)  
9 of the Act, 33 U.S.C. § 1311(a). The absence of requisite monitoring and analytical results  
10 are ongoing and continuous violations of the Act.

11 **FIFTH CAUSE OF ACTION**

12 **False Certification of Compliance in an Annual Report**  
13 **(Violations of Permit Conditions and the Act, 33 U.S.C. §§ 1311, 1342)**

14 83. Plaintiff re-alleges and incorporates the above paragraphs, as if fully set forth  
15 herein.

16 84. Defendant has falsely certified compliance with the General Permit in each of  
17 the annual reports submitted to the Regional Board since at least June 30, 2010.

18 85. Each day since at least June 30, 2010, that Defendant has falsely certified  
19 compliance with the General Permit is a separate and distinct violation of the General Permit  
20 and Section 301(a) of the Act, 33 U.S.C. § 1311(a). Defendant continues to be in violation of  
21 the General Permit's certification requirement each day that it maintains the false  
22 certification of its compliance with the General Permit.

23 **VII. RELIEF REQUESTED**

24 Wherefore, Plaintiff respectfully requests that this Court grant the following relief:

25 a. Declare Defendant to have violated and to be in violation of the Act as  
26 alleged herein;

27 b. Enjoin Defendant from discharging polluted storm water from the Facility  
28 unless authorized by the General Permit;

c. Enjoin Defendant from further violating the substantive and procedural

1 requirements of the General Permit;

2 d. Order Defendant to immediately implement storm water pollution control  
3 and treatment technologies and measures that are equivalent to BAT or BCT, and prevent  
4 pollutants in the Facility's storm water from contributing to violations of any water quality  
5 standards;

6 e. Order Defendant to comply with the General Permit's monitoring and  
7 reporting requirements, including ordering supplemental monitoring to compensate for past  
8 monitoring violations;

9 f. Order Defendant to prepare a SWPPP consistent with the General Permit's  
10 requirements and implement procedures to regularly review and update the SWPPP;

11 g. Order Defendant to provide Plaintiff with reports documenting the quality  
12 and quantity of their discharges to waters of the United States and their efforts to comply with  
13 the Act and the Court's orders;

14 h. Order Defendant to pay civil penalties of \$37,500 per day per violation for  
15 each violation of the Act pursuant to Sections 309(d) and 505(a) of the Act, 33 U.S.C. §§  
16 1319(d), 1365(a) and 40 C.F.R. §§ 19.1 - 19.4;

17 i. Order Defendant to take appropriate actions to restore the quality of waters  
18 impaired or adversely affected by its activities;

19 j. Award Plaintiff's costs (including reasonable investigative, attorney,  
20 witness, compliance oversight, and consultant fees) as authorized by the Act, 33 U.S.C. §  
21 1365(d); and,

22 k. Award any such other and further relief as this Court may deem appropriate.

23 Dated: October 6, 2014

Respectfully submitted,

24 LOZEAU DRURY LLP

25  
26 By: /s/ Douglas J. Chermak  
27 Douglas J. Chermak  
28 Attorneys for Plaintiff  
CALIFORNIA SPORTFISHING  
PROTECTION ALLIANCE

# EXHIBIT A



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**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

August 6, 2014

George Rodriguez, Plant Manager  
Hanson Pipe & Precast  
7020 Tokay Avenue  
Sacramento, CA 95828

Brad George, Environmental Manager  
Hanson Pipe & Precast, LLC  
11201 FM 529  
Houston, TX 77041

Scott Szwejbka, Senior Vice President  
Hanson Pipe & Precast  
300 E. John Carpenter Freeway  
Irving, TX 75062

Greg Minter, Vice President of Operations  
Hanson Pipe & Precast  
300 E. John Carpenter Freeway  
Irving, TX 75062

Richard Manning, President  
Hanson Building Products North America  
3500 Maple Avenue  
Dallas, TX 75219

**Re: Notice of Violations and Intent to File Suit under the Federal Water  
Pollution Control Act**

Dear Messrs. Rodriguez, George, Szwejbka, Minter, and Manning:

I am writing on behalf of California Sportfishing Protection Alliance ("CSPA") in regard to violations of the Clean Water Act (the "Act") that CSPA believes are occurring at Hanson Pipe & Precast industrial facility located at 7020 Tokay Avenue in Sacramento, California ("Facility"). CSPA is a non-profit public benefit corporation dedicated to the preservation, protection, and defense of the environment, wildlife, and natural resources of the Sacramento River and other California waters. This letter is being sent to Hanson Pipe & Precast, LLC, Hanson Building Products North America, George Rodriguez, Brad George, Scott Szwejbka, Greg Minter, and Richard Manning as the responsible owners or operators of the Facility (all recipients are hereinafter collectively referred to as "Hanson Pipe").

This letter addresses Hanson Pipe's unlawful discharge of pollutants from the Facility to channels that discharge to Florin Creek, which flows to Morrison Creek, then into the

Notice of Violations and Intent to File Suit



Mokelumne River, and then into the Sacramento-San Joaquin River Delta ("Delta"). The Facility is discharging storm water pursuant to National Pollutant Discharge Elimination System ("NPDES") Permit No. CA S000001, State Water Resources Control Board ("State Board") Order No. 92-12-DWQ as amended by Order No. 97-03-DWQ (hereinafter "General Permit").<sup>1</sup> The WDID identification number for the Facility listed on documents submitted to the California Regional Water Quality Control Board, Central Valley Region ("Regional Board") is 5S34I014640. The Facility is engaged in ongoing violations of the substantive and procedural requirements of the General Permit.

Section 505(b) of the Clean Water Act requires a citizen to give notice of intent to file suit sixty (60) days prior to the initiation of a civil action under Section 505(a) of the Act (33 U.S.C. § 1365(a)). Notice must be given to the alleged violator, the U.S. Environmental Protection Agency ("EPA") and the State in which the violations occur.

As required by the Clean Water Act, this Notice of Violation and Intent to File Suit provides notice of the violations that have occurred, and continue to occur, at the Facility. Consequently, Hanson Pipe is hereby placed on formal notice by CSPA that, after the expiration of sixty days from the date of this Notice of Violations and Intent to Sue, CSPA intends to file suit in federal court against Hanson Pipe under Section 505(a) of the Clean Water Act (33 U.S.C. § 1365(a)), for violations of the Clean Water Act and the General Permit. These violations are described more extensively below.

## **I. Background.**

On October 5, 1998, the State Board received and processed Hanson Pipe's Notice of Intent to Comply with the Terms of the General Permit to Discharge Storm Water Associated with Industrial Activity ("NOI"). In its NOI, Hanson Pipe certifies that the Facility is classified under SIC code 3272 ("Concrete Products Not Elsewhere Classified"). The Facility collects and discharges storm water from its 53-acre site from four outfalls. On information and belief, CSPA alleges that all storm water discharges from the Facility contain storm water that is commingled with runoff from the Facility from areas where industrial processes occur. The outfalls discharge to channels that flow to Florin Creek, which flows into Morrison Creek, which flows into the Mokelumne River, and then into the Delta.

The Regional Board has identified beneficial uses of the Central Valley Region's waters and established water quality standards for the Sacramento River and its tributaries, which include Morrison Creek and the Mokelumne River, in "The Water Quality Control Plan (Basin

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<sup>1</sup> On April 1, 2014, the State Board reissued the General Permit, continuing its mandate that industrial facilities implement the best available technology economically achievable ("BAT") and best conventional pollutant control technology ("BCT") and, in addition, establishing numeric action levels mandating additional pollution control efforts. State Board Order 2014-0057-DWQ. The new permit, however, does not go into effect until July 1, 2015. Until that time, the current General Permit remains in full force and effect.

Plan) for the California Regional Water Quality Control Board, Central Valley Region – The Sacramento River Basin and The San Joaquin River Basin,” generally referred to as the Basin Plan. See [http://www.waterboards.ca.gov/centralvalley/water\\_issues/basin\\_plans/sacsjr.pdf](http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr.pdf). The beneficial uses of the Delta its tributaries, including Morrison Creek and the Mokelumne River, include, among others, water contact recreation, non-contact water recreation, municipal and domestic water supply, endangered and threatened species habitat, shellfish harvesting, and fish spawning. The non-contact water recreation use is defined as “[u]ses of water for recreational activities involving proximity to water, but where there is generally no body contact with water, nor any likelihood of ingestion of water. These uses include, but are not limited to, picnicking, sunbathing, hiking, camping, boating, . . . hunting, sightseeing, or aesthetic enjoyment in conjunction with the above activities.” Basin Plan at II-1.00 – II-2.00. Visible pollution, including visible sheens and cloudy or muddy water from industrial areas, impairs people’s use of the Sacramento River for contact and non-contact water recreation.

The Basin Plan establishes water quality standards for the Delta. It includes a narrative toxicity standard which states that “[a]ll waters shall be maintained free of toxic substances in concentrations that produce detrimental physiological responses in human, plant, animal, or aquatic life.” *Id.* at III-8.01. It provides that “[w]ater shall not contain floating material in amounts that cause nuisance or adversely affect beneficial uses.” *Id.* at III-5.00. It provides that “[w]ater shall be free of discoloration that causes nuisance or adversely affects beneficial uses.” *Id.* It provides that “[w]aters shall not contain suspended materials in concentrations that cause nuisance or adversely affect beneficial uses.” *Id.* at III-7.00. The Basin Plan also prohibits the discharges of oil and grease, stating that “[w]aters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.” *Id.* at III-6.00. The Basin Plan provides that the pH shall not be depressed below 6.5 nor raised above 8.5. *Id.*

The Basin Plan also provides that “[a]t a minimum, [surface] water designated for use as domestic or municipal supply (MUN) shall not contain concentrations of chemical constituents in excess of the maximum contaminant levels (MCLs) specified in the following provisions of Title 22 of the California Code of Regulations, which are incorporated by reference into this plan: Tables 64431-A (Inorganic Chemicals) and 64431-B (Fluoride) of Section 64431, Table 64444-A (Organic Chemicals) of Section 64444, and Table 64449-A (Secondary Maximum Contaminant Levels [“SMCLs”]-Consumer Acceptance Limits) and 64449-B (Secondary Maximum Containment Levels-Ranges) of Section 64449. This incorporation-by-reference is prospective, including future changes to the incorporated provisions as the changes take effect. At a minimum, water designated for use as domestic or municipal supply (MUN) shall not contain lead in excess of 0.015 mg/l.” Basin Plan at III-3.00. Table 64449-A provides an SMCL for iron of 0.3 mg/L. Table III-1 of the Basin Plan provides a water quality objective (“WQO”) for iron of 0.3 mg/L and for zinc of 0.1 mg/L.



The EPA has adopted freshwater numeric water quality standards for iron of 0.3 mg/L (Criteria Maximum Concentration – “CMC”) and for zinc of 0.120 mg/L (CMC) 65 Fed.Reg. 31712 (May 18, 2000) (California Toxics Rule).

The EPA has published benchmark levels as guidelines for determining whether a facility discharging industrial storm water has implemented the requisite best available technology economically achievable (“BAT”) and best conventional pollutant control technology (“BCT”).<sup>2</sup> The following benchmarks have been established for pollutants discharged by Hanson Pipe: pH – 6.0 - 9.0 standard units (“s.u.”); total suspended solids (“TSS”) – 100 mg/L; oil and grease (“O&G”) – 15 mg/L; iron – 1.0 mg/L; lead – 0.095 mg/L; and zinc – 0.13 mg/L.<sup>3</sup>

## **II. Alleged Violations of the NPDES Permit.**

### **A. Discharges in Violation of the Permit**

Hanson Pipe has violated and continues to violate the terms and conditions of the General Permit. Section 402(p) of the Act prohibits the discharge of storm water associated with industrial activities, except as permitted under an NPDES permit (33 U.S.C. § 1342) such as the General Permit. The General Permit prohibits any discharges of storm water associated with industrial activities or authorized non-storm water discharges that have not been subjected to BAT or BCT. Effluent Limitation B(3) of the General Permit requires dischargers to reduce or prevent pollutants in their storm water discharges through implementation of BAT for toxic and nonconventional pollutants and BCT for conventional pollutants. BAT and BCT include both nonstructural and structural measures. General Permit, Section A(8). Conventional pollutants are TSS, O&G, pH, biochemical oxygen demand, and fecal coliform. 40 C.F.R. § 401.16. All other pollutants are either toxic or nonconventional. *Id.*; 40 C.F.R. § 401.15.

In addition, Discharge Prohibition A(1) of the General Permit prohibits the discharge of materials other than storm water (defined as non-storm water discharges) that discharge either directly or indirectly to waters of the United States. Discharge Prohibition A(2) of the General Permit prohibits storm water discharges and authorized non-storm water discharges that cause or threaten to cause pollution, contamination, or nuisance.

Receiving Water Limitation C(1) of the General Permit prohibits storm water discharges and authorized non-storm water discharges to surface or groundwater that adversely impact human health or the environment. Receiving Water Limitation C(2) of the General Permit also prohibits storm water discharges and authorized non-storm water discharges that cause or contribute to an exceedance of any applicable water quality standards contained in a Statewide

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<sup>2</sup> The Benchmark Values can be found at:

[http://www.epa.gov/npdes/pubs/msgp2008\\_finalpermit.pdf](http://www.epa.gov/npdes/pubs/msgp2008_finalpermit.pdf) and

<http://cwea.org/p3s/documents/multi-sectorrev.pdf> (Last accessed on April 17, 2014).

<sup>3</sup> The values for zinc and lead are hardness dependent, and correspond to a total hardness of 100-125 mg/L, which is the default listing in the California Toxics Rule.

Water Quality Control Plan or the applicable Regional Board's Basin Plan. The General Permit does not authorize the application of any mixing zones for complying with Receiving Water Limitation C(2). As a result, compliance with this provision is measured at the Facility's discharge monitoring locations.

Hanson Pipe has discharged and continues to discharge storm water with unacceptable levels of pH, TSS, iron, zinc, and other pollutants in violation of the General Permit. Hanson Pipe's sampling and analysis results reported to the Regional Board confirm discharges of specific pollutants and materials other than storm water in violation of the Permit provisions listed above. Self-monitoring reports under the Permit are deemed "conclusive evidence of an exceedance of a permit limitation." *Sierra Club v. Union Oil*, 813 F.2d 1480, 1493 (9th Cir. 1988).

The following discharges of pollutants from the Facility have contained concentrations of pollutants in excess of numeric water quality standards established in the Basin Plan and the California Toxics Rule. They have thus violated Discharge Prohibitions A(1) and A(2) and Receiving Water Limitations C(1) and C(2), are evidence of ongoing violations of Effluent Limitation B(3) of the General Permit, and constitute unauthorized discharges of TSS, iron, zinc, and storm water associated with industrial activity in violation of Section 301(a) of the CWA.

Date	Parameter	Observed Concentration/ Conditions	Basin Plan Water Quality Objective/ EPA California Toxics Rule	Outfall (as identified by the Facility)
4/4/2013	pH	8.65	6.5 – 8.5 s.u.	#3 Parking lot south entrance
11/28/2012	pH	8.51	6.5 – 8.5 s.u.	Outfall 2 (Entrance - SE Corner)
2/29/2012	pH	8.53	6.5 – 8.5 s.u.	Outfall 2 (Entrance - SE Corner)
2/29/2012	pH	8.95	6.5 – 8.5 s.u.	Outfall 3 (Parking Lot)
4/4/2013	Iron	7.5 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	#3 Parking lot south entrance
2/29/2012	Iron	5.4 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	Outfall 2 (Entrance – SE Corner)
2/29/2012	Iron	13 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	Outfall 3 (Parking Lot)
5/25/2011	Iron	4.2 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	Outfall 3 (Parking Lot)
4/20/2010	Iron	3.08 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	#3 Parking lot south entrance

10/13/2009	Iron	1.68 mg/L	0.3 mg/L (WQO) / 0.3 mg/L (SMCL)	#3 Parking lot south entrance
2/29/2012	Zinc	0.13 mg/L	0.1 mg/L (WQO) / 0.12 mg/L (CMC)	Outfall 2 (Entrance – SE Corner)
2/29/2012	Zinc	0.21 mg/L	0.1 mg/L (WQO) / 0.12 mg/L (CMC)	Outfall 3 (Parking Lot)
2/29/2012	Narrative	Cloudy	Basin Plan at III-7.00	East Corner east of Parking Lot Outfall #2
2/29/2012	Narrative	Cloudy	Basin Plan at III-7.00	Parking Lot Outfall #3
5/25/2011	Narrative	Cloudy	Basin Plan at III-7.00	#3 Parking Lot Outfall

The information in the above table reflects data gathered from Hanson Pipe's self-monitoring during the 2009-2010, 2010-2011, 2011-2012 and 2012-2013 wet seasons.<sup>4</sup> CSPA alleges that since August 6, 2009, and continuing through today, Hanson Pipe has discharged storm water contaminated with pollutants at levels that exceed one or more applicable water quality standards, including but not limited to each of the following:

- pH – 6.5 – 8.5 s.u. (Water Quality Objective)
- Iron – 0.3 mg/L (Water Quality Objective)
- Iron – 0.3 mg/L (Secondary MCL)
- Zinc – 0.12 mg/L (CMC)
- Zinc – 0.1 mg/L (Water Quality Objective)
- Suspended Material – Waters shall not contain suspended material in concentrations that cause nuisance or adversely affect beneficial uses. (Basin Plan at III-7.00)

The following discharges of pollutants from the Facility have violated Discharge Prohibitions A(1) and A(2) and Receiving Water Limitations C(1) and C(2), are evidence of ongoing violations of Effluent Limitation B(3) of the General Permit and constitute unauthorized discharges of TSS, iron, zinc, and storm water associated with industrial activity in violation of Section 301(a) of the CWA.

Date	Parameter	Observed Concentration	EPA Benchmark Value	Outfall (as identified by the Facility)
4/4/2013	Total Suspended Solids	147 mg/L	100 mg/L	#3 Parking lot south entrance

<sup>4</sup> Although the 2013-2014 wet season has concluded, Hanson Pipe has not yet submitted its Annual Report electronically to the Regional Board. On information and belief, CSPA alleges that Hanson Pipe's storm water sampling results from the 2013-2014 wet season contain concentrations of pollutants in excess of the water quality standards referenced in the above table.

4/4/2013	Iron	7.5 mg/L	1.0 mg/L	#3 Parking lot south entrance
11/28/2012	Total Suspended Solids	219 mg/L	100 mg/L	Outfall 2 (Entrance - SE Corner)
11/28/2012	Total Suspended Solids	352 mg/L	100 mg/L	Outfall 3 (Parking Lot)
2/29/2012	Total Suspended Solids	1,050 mg/L	100 mg/L	Outfall 2 (Entrance - SE Corner)
2/29/2012	Iron	5.4 mg/L	1.0 mg/L	Outfall 2 (Entrance - SE Corner)
2/29/2012	Zinc	0.21 mg/L	0.13 mg/L	Outfall 3 (Parking Lot)
2/29/2012	Total Suspended Solids	1,200 mg/L	100 mg/L	Outfall 3 (Parking Lot)
2/29/2012	Iron	13 mg/L	1.0 mg/L	Outfall 3 (Parking Lot)
2/29/2012	Zinc	0.21 mg/L	0.13 mg/L	Outfall 3 (Parking Lot)
5/25/2011	Iron	4.2 mg/L	1.0 mg/L	Outfall 3 (Parking Lot)
4/20/2010	Iron	3.08 mg/L	1.0 mg/L	#3 Parking lot south entrance
4/20/2010	Total Suspended Solids	158	100 mg/L	#3 Parking lot south entrance
10/13/2009	Iron	1.68 mg/L	1.0 mg/L	#3 Parking lot south entrance

The information in the above table reflects data gathered from Hanson Pipe's self-monitoring during the 2009-2010, 2010-2011, 2011-2012, and 2012-2013 wet seasons.<sup>5</sup> CSPA alleges that since at least August 6, 2009, Hanson Pipe has discharged storm water contaminated with pollutants at levels that exceed one or more applicable EPA Benchmarks, including but not limited to each of the following:

- Iron – 1.0 mg/L
- Total Suspended Solids – 100 mg/L
- Zinc – 0.13 mg/L

<sup>5</sup> As indicated above, CSPA has thus far been unable to obtain a copy of Hanson Pipe's 2013-2014 Annual Report. On information and belief, CSPA alleges that Hanson Pipe's storm water sampling results from the 2013-2014 wet season contain concentrations of pollutants in excess of the benchmark values.

CSPA's investigation, including its review of Hanson Pipe's analytical results documenting pollutant levels in the Facility's storm water discharges well in excess of applicable water quality standards and EPA's benchmark values, indicates that Hanson Pipe has not implemented BAT and BCT at the Facility for its discharges of pH, iron, TSS, zinc, and other pollutants, in violation of Effluent Limitation B(3) of the General Permit. Hanson Pipe was required to have implemented BAT and BCT by no later than October 1, 1992, or since the date the Facility opened. Thus, Hanson Pipe is discharging polluted storm water associated with its industrial operations without having implemented BAT and BCT.

In addition, the numbers listed above indicate that the Facility is discharging polluted storm water in violation of Discharge Prohibitions A(1) and A(2) and Receiving Water Limitations C(1) and C(2) of the General Permit. CSPA alleges that such violations also have occurred and will occur on other rain dates, including on information and belief every significant rain event that has occurred since August 6, 2009 and that will occur at the Facility subsequent to the date of this Notice of Violation and Intent to File Suit. Attachment A, attached hereto, sets forth each of the specific rain dates on which CSPA alleges that Hanson Pipe has discharged storm water containing impermissible and unauthorized levels of pH, TSS, iron, and zinc in violation of Section 301(a) of the Act as well as Effluent Limitation B(3), Discharge Prohibitions A(1) and A(2), and Receiving Water Limitations C(1) and C(2) of the General Permit.<sup>6</sup>

These unlawful discharges from the Facility are ongoing. Each discharge of storm water containing any of these pollutants constitutes a separate violation of the General Permit and the Act. Each discharge of storm water constitutes an unauthorized discharge of pH, TSS, iron, zinc, and storm water associated with industrial activity in violation of Section 301(a) of the CWA. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, Hanson Pipe is subject to penalties for violations of the General Permit and the Act since August 6, 2009.

***B. Failure to Develop and Implement an Adequate Monitoring and Reporting Program.***

Section B of the General Permit describes the monitoring requirements for storm water and non-storm water discharges. Facilities are required to make monthly visual observations of storm water discharges (Section B(4)) and quarterly visual observations of both unauthorized and authorized non-storm water discharges (Section B(3)). Section B(5) requires facility operators to sample and analyze at least two storm water discharges from all storm water discharge locations during each wet season. Section B(7) requires that the visual observations and samples must represent the "quality and quantity of the facility's storm water discharges from the storm event."

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<sup>6</sup> The rain dates on the attached table are all the days when 0.1" or more rain was observed at a weather station in Sacramento, approximately 5.5 miles from the Facility.  
<http://www.ipm.ucdavis.edu/WEATHER/SITES/sacramento.html> (Last accessed on August 5, 2014).



The above-referenced data was obtained from the Facility's monitoring program as reported in its Annual Reports submitted to the Regional Board. This data is evidence that the Facility has violated various Discharge Prohibitions, Receiving Water Limitations, and Effluent Limitations in the General Permit. To the extent the storm water data collected by Hanson Pipe is not representative of the quality of the Facility's various storm water discharges and that the Facility failed to monitor all qualifying storm water discharges, CSPA alleges that the Facility's monitoring program violates Sections B(3), (4), (5) and (7) of the General Permit.

Section B(5)(c)(ii) of the General Permit requires permittees to analyze storm water discharges for toxic chemicals and pollutants likely to be present in storm water discharges from the Facility. On information and belief, CSPA alleges that lead and zinc are likely to be present in the Facility's storm water discharges. Section B(5)(c)(iii) of the General Permit requires permittees to analyze storm water discharges for certain parameter's based on a facility's SIC Code. Facility with the SIC Code 3272 are required to analyze storm water samples for iron. CSPA's investigation indicates that on several occasions, Hanson Pipe failed to analyze storm water discharges for lead and zinc, in violation of Sections B(5)(c)(ii) and (iii). On information and belief, CSPA alleges that on the following dates, Hanson Pipe failed to analyze storm water samples for the following constituents on the indicated dates and outfalls:

- Iron – November 28, 2012 (Outfall 2 and 3)
- Zinc – November 28, 2012 (Outfall 2 and 3); April 20, 2010 (Outfall 2); October 13, 2009 (Outfall 3)
- Lead – November 28, 2012 (Outfall 2 and 3); April 20, 2010 (Outfall 2 and 3); October 13, 2009 (Outfall 3)

This results in at least 11 violations of the General Permit.

The Facility's annual reports indicate that the Facility conducted visual monitoring of storm water discharges on days in certain months when the Facility claims that no rain occurred, when in fact, on information and belief, CSPA alleges that there were actually rain events during those same months. A nearby weather station reported that at least 0.1" of rain occurred on working days during those same months. See FN6. These days were preceded by three dry days, as specified by the requirement for monthly visual observations in Section B(4)(b) of the General Permit. On information and belief, CSPA alleges that Hanson Pipe failed to conduct the wet weather monitoring required by Section B(4) of the General Permit for the following months (in the indicated years):

- 2010: February and November
- 2011: January, November, December
- 2012: January, March, April, October, December
- 2013: January, February, March, May

These visual monitoring omissions amount to at least 14 separate violations of the General Permit.

The above violations are ongoing. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, Hanson Pipe is subject to penalties for violations of the General Permit and the Act's monitoring and sampling requirements since August 6, 2009.

***C. Failure to Prepare, Implement, Review and Update an Adequate Storm Water Pollution Prevention Plan.***

Section A and Provision E(2) of the General Permit require dischargers of storm water associated with industrial activity to develop, implement, and update an adequate storm water pollution prevention plan ("SWPPP") no later than October 1, 1992. Section A(1) and Provision E(2) requires dischargers who submitted an NOI pursuant to the General Permit to continue following their existing SWPPP and implement any necessary revisions to their SWPPP in a timely manner, but in any case, no later than August 1, 1997.

The SWPPP must, among other requirements, identify and evaluate sources of pollutants associated with industrial activities that may affect the quality of storm and non-storm water discharges from the facility and identify and implement site-specific best management practices ("BMPs") to reduce or prevent pollutants associated with industrial activities in storm water and authorized non-storm water discharges (General Permit, Section A(2)). The SWPPP must include BMPs that achieve BAT and BCT (Effluent Limitation B(3)). The SWPPP must include: a description of individuals and their responsibilities for developing and implementing the SWPPP (General Permit, Section A(3)); a site map showing the facility boundaries, storm water drainage areas with flow pattern and nearby water bodies, the location of the storm water collection, conveyance and discharge system, structural control measures, impervious areas, areas of actual and potential pollutant contact, and areas of industrial activity (General Permit, Section A(4)); a list of significant materials handled and stored at the site (General Permit, Section A(5)); a description of potential pollutant sources including industrial processes, material handling and storage areas, dust and particulate generating activities, a description of significant spills and leaks, a list of all non-storm water discharges and their sources, and a description of locations where soil erosion may occur (General Permit, Section A(6)).

The SWPPP also must include an assessment of potential pollutant sources at the Facility and a description of the BMPs to be implemented at the Facility that will reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges, including structural BMPs where non-structural BMPs are not effective (General Permit, Section A(7), (8)). The SWPPP must be evaluated annually to ensure effectiveness and must be revised where necessary (General Permit, Section A(9),(10)).

CSPA's review of conditions at Hanson Pipe and Hanson Pipe's Annual Reports indicate that Hanson Pipe has been operating with an inadequately developed or implemented SWPPP in



violation of the requirements set forth above. Hanson Pipe has failed to evaluate the effectiveness of its BMPs and to revise its SWPPP as necessary. For example, on information and belief, despite multiple assurances in its Annual Reports that it would implement BMPs to reduce the iron concentrations in its storm water discharges, the Facility has failed to adequately evaluate and revise its BMPs to reduce those iron concentrations. Hanson Pipe has been in continuous violation of Section A and Provision E(2) of the General Permit every day since August 6, 2009, and will continue to be in violation every day that Hanson Pipe fails to prepare, implement, review, and update an effective SWPPP. Hanson Pipe is subject to penalties for violations of the Order and the Act occurring since August 6, 2009.

***D. Failure to File True and Correct Annual Reports.***

Section B(14) of the General Permit requires dischargers to submit an Annual Report by July 1st of each year to the executive officer of the relevant Regional Board. The Annual Report must be signed and certified by an appropriate corporate officer. General Permit, Sections B(14), C(9), (10). Section A(9)(d) of the General Permit requires the discharger to include in their annual report an evaluation of their storm water controls, including certifying compliance with the General Permit. *See also* General Permit, Sections C(9) and (10) and B(14).

For the previous three years, Hanson Pipe and its agents George Rodriguez and Kevin Langley, inaccurately certified in their Annual Reports that the facility was in compliance with the General Permit. Consequently, Hanson Pipe has violated Sections A(9)(d), B(14) and C(9) & (10) of the General Permit every time Hanson Pipe failed to submit a complete or correct report and every time Hanson Pipe or its agents falsely purported to comply with the Act. Hanson Pipe is subject to penalties for violations of Section (C) of the General Permit and the Act occurring since June 30, 2010.

**III. Persons Responsible for the Violations.**

CSPA puts Hanson Pipe & Precast, LLC, Hanson Building Products North America, George Rodriguez, Brad George, Scott Szwejbka, Greg Minter, and Richard Manning on notice that they are the persons responsible for the violations described above. If additional persons are subsequently identified as also being responsible for the violations set forth above, CSPA puts Hanson Pipe on notice that it intends to include those persons in this action.

**IV. Name and Address of Noticing Parties.**

The name, address and telephone number of California Sportfishing Protection Alliance is as follows:

Bill Jennings, Executive Director  
California Sportfishing Protection Alliance  
3536 Rainier Avenue  
Stockton, CA 95204  
Tel. (209) 464-5067  
deltakeep@me.com

**V. Counsel.**

CSPA has retained legal counsel to represent it in this matter. Please direct all communications to:

Douglas J. Chermak  
Michael R. Lozeau  
Lozeau Drury LLP  
410 12th Street, Suite 250  
Oakland, California 94607  
Tel. (510) 836-4200  
doug@lozeaudrury.com  
michael@lozeaudrury.com

**VI. Penalties.**

Pursuant to Section 309(d) of the Act (33 U.S.C. § 1319(d)) and the Adjustment of Civil Monetary Penalties for Inflation (40 C.F.R. § 19.4) each separate violation of the Act subjects Hanson Pipe to a penalty of up to \$37,500 per day per violation for all violations. In addition to civil penalties, CSPA will seek injunctive relief preventing further violations of the Act pursuant to Sections 505(a) and (d) (33 U.S.C. § 1365(a) and (d)) and such other relief as permitted by law. Lastly, Section 505(d) of the Act (33 U.S.C. § 1365(d)), permits prevailing parties to recover costs and fees, including attorneys' fees.

CSPA believes this Notice of Violations and Intent to File Suit sufficiently states grounds for filing suit. CSPA intends to file a citizen suit under Section 505(a) of the Act against Hanson Pipe and its agents for the above-referenced violations upon the expiration of the 60-day notice period. However, during the 60-day notice period, CSPA would be willing to discuss effective remedies for the violations noted in this letter. If you wish to pursue such discussions in the absence of litigation, CSPA suggests that you initiate those discussions within the next 20 days so that they may be completed before the end of the 60-day notice period. CSPA does not intend

Case 2:14-at-01256 Document 1 Filed 10/06/14 Page 35 of 38  
George Rodriguez, Brad George, Scott Szwejbka, Greg Minter, and Richard Manning  
Hanson Pipe & Precast  
August 6, 2014  
Page 13 of 13

to delay the filing of a complaint in federal court if discussions are continuing when that period ends.

Sincerely,



Douglas J. Chermak  
Lozeau Drury LLP  
Attorneys for California Sportfishing Protection Alliance

cc via first class mail: CT Corporation System  
Agent for Service of Process for Hanson Pipe & Precast LLC  
(Entity No. 200914610082)  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Notice of Violations and Intent to File Suit

**SERVICE LIST – via certified mail**

Gina McCarthy Administrator  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Thomas Howard, Executive Director  
State Water Resources Control Board  
P.O. Box 100  
Sacramento, CA 95812-0100

Eric Holder, U.S. Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530-0001

Jared Blumenfeld, Regional Administrator  
U.S. EPA – Region 9  
75 Hawthorne Street  
San Francisco, CA, 94105

Pamela C. Creedon, Executive Officer  
Regional Water Quality Control Board  
Central Valley Region  
11020 Sun Center Drive #200  
Rancho Cordova, CA 95670-6114

ATTACHMENT A

Rain Dates, Hanson Pipe and Precast, Sacramento, CA

9/14/2009	10/23/2010	3/24/2011
10/13/2009	10/24/2010	3/25/2011
10/14/2009	11/7/2010	3/26/2011
10/19/2009	11/19/2010	5/15/2011
11/20/2009	11/20/2010	5/16/2011
12/6/2009	11/27/2010	5/17/2011
12/7/2009	12/2/2010	5/25/2011
12/11/2009	12/3/2010	6/4/2011
12/12/2009	12/4/2010	6/28/2011
12/13/2009	12/5/2010	10/5/2011
12/16/2009	12/6/2010	10/10/2011
12/27/2009	12/8/2010	11/7/2011
1/1/2010	12/14/2010	11/21/2011
1/12/2010	12/17/2010	11/24/2011
1/13/2010	12/18/2010	12/15/2011
1/17/2010	12/19/2010	1/19/2012
1/18/2010	12/22/2010	1/20/2012
1/19/2010	12/25/2010	1/22/2012
1/20/2010	12/28/2010	1/23/2012
1/21/2010	12/29/2010	2/7/2012
1/23/2010	1/1/2011	2/12/2012
1/25/2010	1/2/2011	2/29/2012
2/4/2010	1/12/2011	3/13/2012
2/5/2010	1/13/2011	3/14/2012
2/6/2010	1/29/2011	3/16/2012
2/9/2010	1/30/2011	3/17/2012
2/23/2010	2/2/2011	3/25/2012
2/26/2010	2/16/2011	3/27/2012
2/27/2010	2/17/2011	3/31/2012
3/2/2010	2/18/2011	4/10/2012
3/3/2010	2/19/2011	4/11/2012
3/12/2010	2/24/2011	10/22/2012
3/31/2010	2/25/2011	10/31/2012
4/2/2010	3/2/2011	11/1/2012
4/4/2010	3/6/2011	11/16/2012
4/11/2010	3/13/2011	11/17/2012
4/12/2010	3/14/2011	11/18/2012
4/20/2010	3/15/2011	11/24/2012
4/21/2010	3/16/2011	11/27/2012
4/27/2010	3/18/2011	11/29/2012
5/10/2010	3/19/2011	12/15/2012
5/25/2010	3/20/2011	12/17/2012
5/26/2010	3/22/2011	12/21/2012
5/27/2010	3/23/2011	12/22/2012

**ATTACHMENT A**

**Rain Dates, Hanson Pipe & Precast, LLC, Sacramento, California**

12/23/2012	5/6/2013	2/9/2014
12/25/2012	6/24/2013	2/26/2014
1/5/2013	6/25/2013	2/28/2014
1/6/2013	9/2/2013	3/3/2014
1/23/2013	9/21/2013	3/5/2014
2/19/2013	11/19/2013	3/10/2014
3/5/2013	11/20/2013	3/26/2014
3/6/2013	12/6/2013	3/29/2014
3/19/2013	1/30/2014	3/31/2014
3/20/2013	2/5/2014	4/1/2014
3/30/2013	2/6/2014	4/25/2014
3/31/2013	2/7/2014	5/5/2014
4/4/2013	2/8/2014	

**EXHIBIT B – Zero Discharge Facility Map (General Plan)**



## GENERAL NOTES:

- [illegible]

## DRAINAGE NOTES

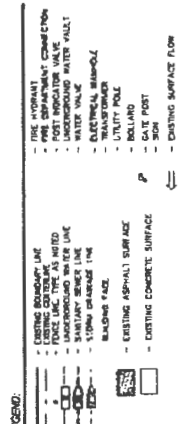
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## QUESTIONS / ANSWERS

- [illegible]

**AIR QUALITY NOTES:**

- UNIVERSITY OF CALIFORNIA, BERKELEY  
 1000 UNIVERSITY AVENUE, SUITE 300  
 BERKELEY, CA 94720-1380  
 TEL: 415/848-5000 FAX: 415/848-5001  
 WWW: WWW.CAL.EDU




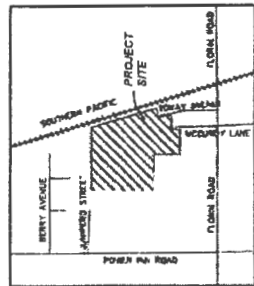
• **UNIVERSITY**

<p>             - EXISTING BOUNDARY LINE              - FORCE LINE, TYPE IS NOTED              - SANITARY SEWER LINE              - 150mm diameter line              - BUILDING FACE              - EXISTING ASPHALT SURFACE              - EXISTING CONCRETE SURFACE         </p>	<p>           THE FOLLOWING            - FIRE DEPARTMENT CHASE DITCH            - POST INDICATOR VALVE            - WATER VALVE            - ELECTRICAL MANHOLE            - TRANSFORMER            - UTILITY TOLL            - METER            - GATE POST            - SIGN            - EXISTING SURFACE FLOW         </p>
--	--

HANSON FLORIN ZERO DISCHARGE  
GRADING AND EROSION PLAN  
HANSON PIPE PRODUCTS  
SACRAMENTO, CA

[illegible]

COVER  
1 OF 3

 VICINITY MAP  
SCALE 1:125,000

**PROJECT TEAM**

**APPLICANT/OWNER**

UNION PIPE PRODUCTS  
2000 SOUTH VALLEY  
DRIVE  
MIDLAND, TEXAS 79701  
PHONE (806) 378-0600  
FAX (806) 378-0600

**CIVIL ENGINEER**

CARDNO, INC  
UNIVERSITY AVENUE #100  
DALLAS, TEXAS 75201  
PHONE (972) 852-1800  
FAX (972) 852-8259  
CONTACT KEMMER LANE P.E.

**SHEET INDEX:**

**ESTIMATED EARTHWORK**  
CALL 848.871.67  
www.mhfi.co.uk

**ENGINEER NOTES**

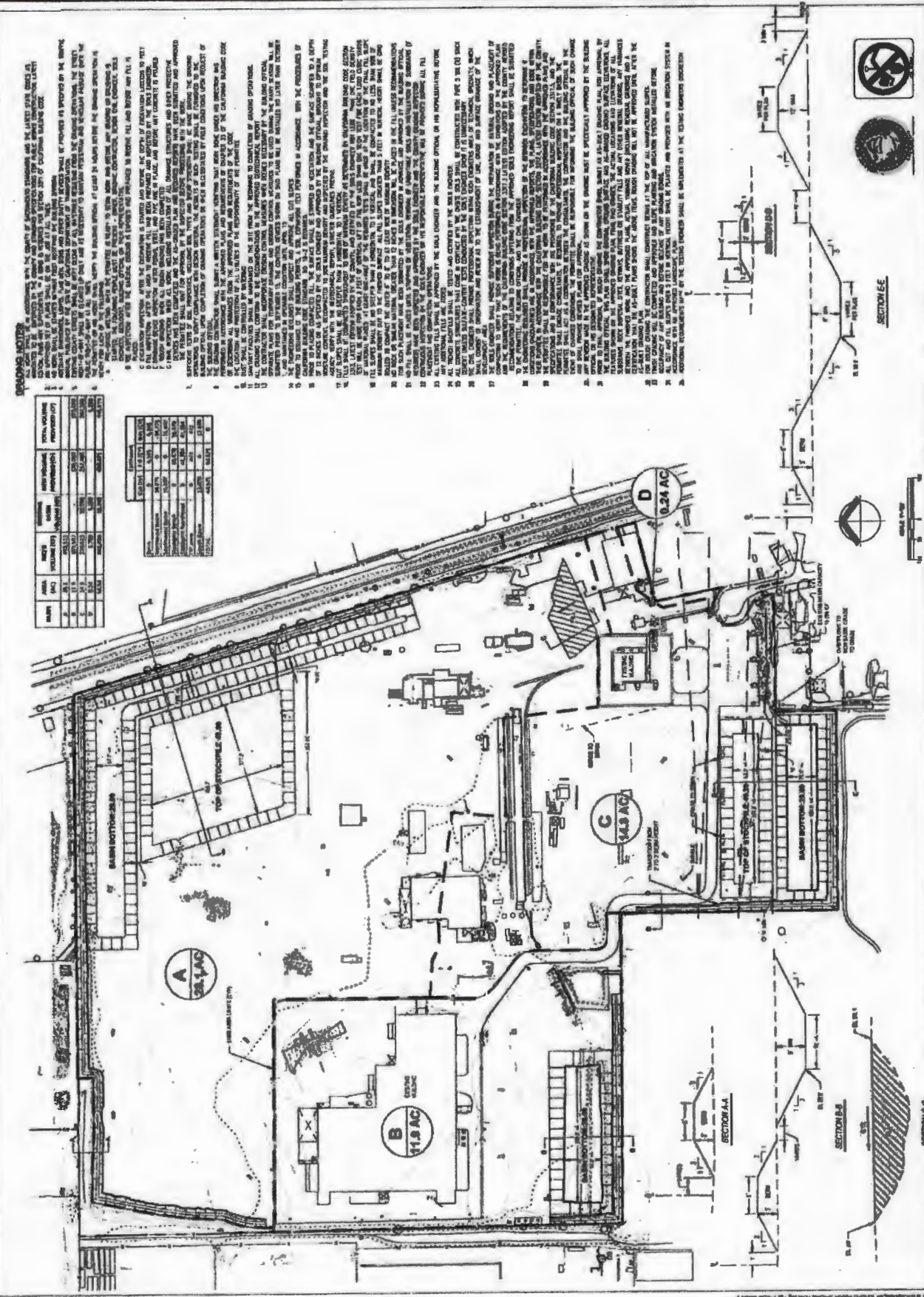
1. REMOVE TOP 2" OF EXISTING SECTION AND EXTEND  
2. MAKE UP FULL MATERIAL COMPENSATOR WITH A COMPENSATOR  
3. MAKE UP FOR CONDITIONS THAT MAY INFLUENCE THE LOCATION  
4. USE OF PERMISSIBLE SOILS

5. 1/2" SLOPE EXISTING MATERIAL TO AVERAGE DEPTH OF 1" AND  
6. RE-FLAME IT

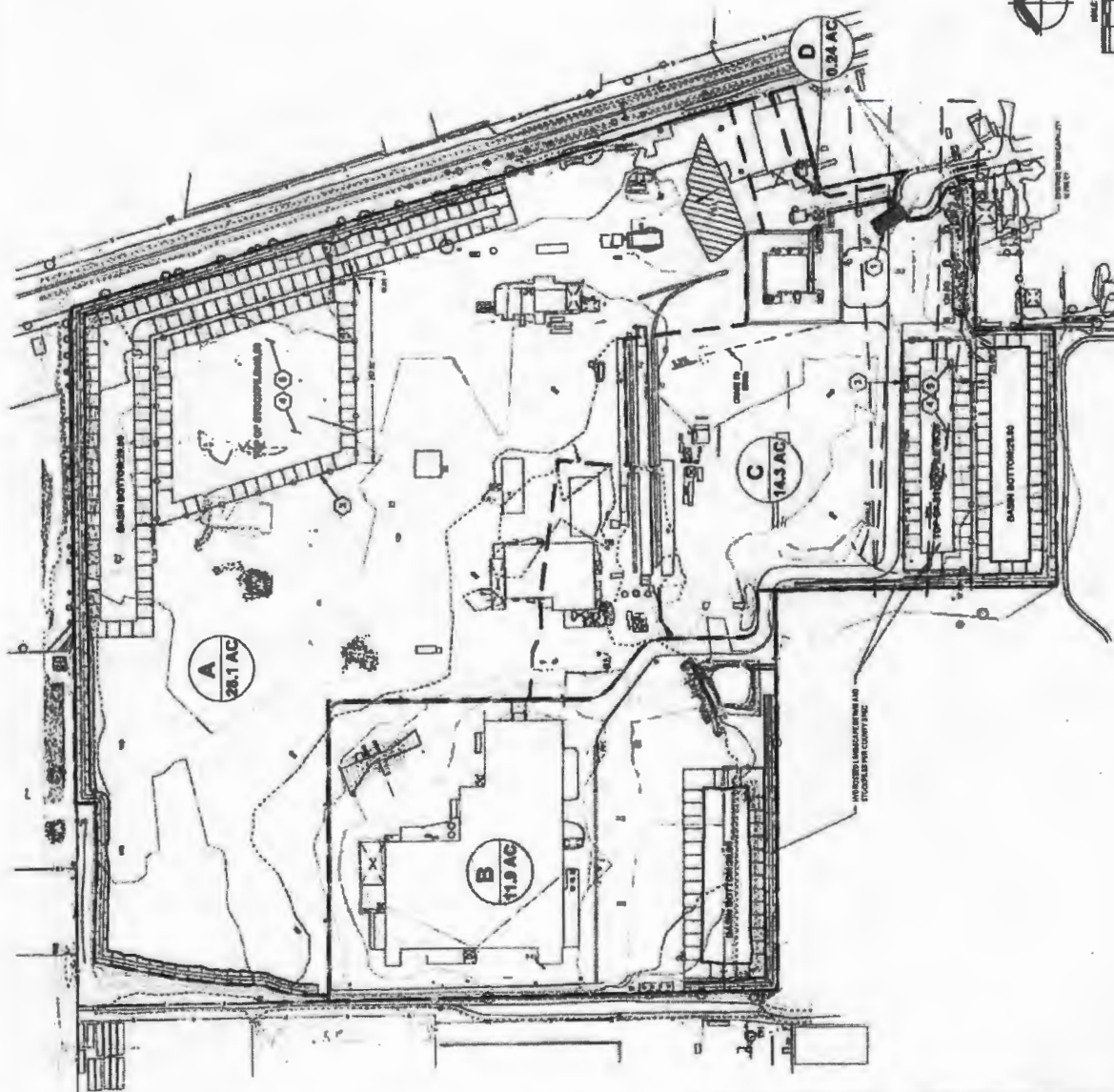
7. PLACE FLAME IT MATERIAL WITH GEOTECHNICAL CONTROLLED AND  
8. COMPACTED PER OLD-TECHNICAL RECOMMENDATIONS PLACE  
9. STOPPED SHIPPING UNITS FOR COMPLETION

SACRAMENTO COUNTY MUNICIPAL AGENCY	SEARCHED	INDEXED	SERIALIZED	FILED
SEARCHED BY: JACOB KIRBY ZEPH BORDANHO				
SACRAMENTO COUNTY, CALIFORNIA				
ALBESSON'S PARKET CO. 04/07/2000-000				
CAL. COURTHOUSE				
SPRINGER				









EROSION AND SEDIMENT CONTROL NOTES:

- [illegible]

EROSION CONTROL CONSTRUCTION NOTICES

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## TEMP INSTALLATION

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